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Resilient nations.*

# REQUEST FOR PROPOSAL

**Supervision services for “Construction of Mechanical Biological Treatment Plant in Gaziantep” and “Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis”**

RFP No.: UNDP-TUR-RFP(MC2)-2019/06

Project: Turkey Resilience Project in Response to the Syria Crisis; Municipal Service Delivery

Country: Turkey

Issued on: 1 March 2019

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## Section 1. Letter of Invitation

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

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

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

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

Please acknowledge receipt of this RFP by sending an email to [tr.procurement@undp.org](mailto:tr.procurement@undp.org), indicating whether you intend to submit a Proposal or otherwise. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Proposal Data Sheet as the focal point for queries on this RFP.

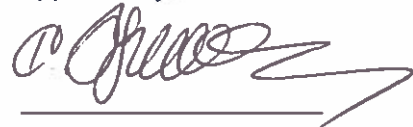
UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: Ersin Dağdur  
Title: Procurement Officer  
Date: **March 1, 2019**

Approved by:



Name: Sukhrob Khojimatov  
Title: Deputy Country Director  
Date: **March 1, 2019**

## Section 2. Instruction to Proposers

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



4. Conflict of Interests	<p>4.1 Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Proposers must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Proposers must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the proposing entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Proposers may result in the eventual rejection of the Proposal.</p>
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#### PREPARATION OF PROPOSALS

5. General Considerations	<p>5.1 In preparing the Proposal, the Proposer is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Proposer will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Proposer must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the Proposal Data Sheet.</p>

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

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



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

19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Proposers reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the Proposal Data Sheet, alternative proposals shall not be considered. If submission of alternative proposal is allowed by Proposal Data Sheet, a Proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Proposer whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Proposal Conference	<p>21.1 When appropriate, a Proposer's conference will be conducted at the date, time and location specified in the Proposal Data Sheet. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the Proposer's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the Proposal Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Proposer's Conference or issued/posted as an amendment to RFP.</p>
<b>SUBMISSION AND OPENING OF PROPOSALS</b>	
22. Submission	<p>22.1 The Proposer shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the Proposal Data Sheet. The submission shall be in the manner specified in the Proposal Data Sheet.</p> <p>22.2 The Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the Proposal Data Sheet shall be governed as follows:</p> <p>g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the Proposal Data Sheet. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>h) The Technical Proposal and the Financial Proposal envelopes <b>MUST BE COMPLETELY SEPARATE</b> and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL</p>



	the submission of Proposals.
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A proposer may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Proposer may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Proposer to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Proposer User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Proposers (only for manual submissions), except if the proposal is withdrawn after the proposal has been opened</p>
25. Proposal Opening	<p>25.1 There is no public proposal opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, proposers will receive an automatic notification once their proposal is opened.</p>
<b>EVALUATION OF PROPOSALS</b>	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Proposer or anyone on behalf of the Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Proposer is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> <li>i) Preliminary Examination</li> <li>j) Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>k) Evaluation of Technical Proposals</li> <li>l) Evaluation of Financial Proposals</li> </ul>
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>

<p>29. Evaluation of Eligibility and Qualification</p>	<p>29.1 Eligibility and Qualification of the Proposer will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Proposer; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<p>30. Evaluation of Technical and Financial Proposals</p>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the Proposal Data Sheet. When necessary and if stated in the Proposal Data Sheet, UNDP may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Proposer unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of proposers whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the Proposal Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the Proposal Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <math display="block">\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100</math> <p><u>Rating the Financial Proposal (FP):</u></p> <math display="block">\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100</math> </div>

	<p><b>Total Combined Score:</b></p> <p><b>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</b></p>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Proposer;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or with previous clients, or any other entity that may have done business with the Proposer;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in</p>



	<p>the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>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</li> <li>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.</li> </ul> <p>34.4 If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>AWARD OF CONTRACT</b>	
35. Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Proposer based on the award criteria indicated in the Proposal Data Sheet.
37. Debriefing	37.1 In the event that a Proposer is unsuccessful, the Proposer may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Proposer or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in Proposal Data Sheet, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1 40.1 A performance security, if required in Proposal Data Sheet, shall be provided

	<p>in the amount specified in Proposal Data Sheet and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.</p>
42. Bank Guarantee for Advanced Payment	<p>42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Proposal Data Sheet, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a></p>
43. Liquidated Damages	<p>43.1 If specified in Proposal Data Sheet, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.</p>
45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a></p>
46. Other Provisions	<p>46.1 In the event that the Proposer offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

## Section 3. Proposal Data Sheet

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

PDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial proposals)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted
5	16	Proposal Validity Period	120 days following deadline for submission of Proposals
6	12	Proposal Security	<p>Required in the amount of USD 10,000</p> <p>Acceptable Forms of Proposal Security</p> <ul style="list-style-type: none"> <li>Bank Guarantee (See Section 6; Form H for template)</li> </ul> <p>Proposal Securities will be returned to all proposers upon signature of contract with the successful Proposer</p>
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of deduction from estimated total contract price per day of absence of each key expert when required on the construction site as per the programme of works: 0,25 %</p> <p>Max. number of days of absence is 40 days, after which UNDP may terminate the contract.</p>
9	41	Performance Security	Required in the amount of 10% of the contract amount in the form of Bank Guarantee which will be provided to the successful Proposer along with the Award Letter. This security must be provided no later than 15 days after the proposer receives the award letter by the UNDP, prior to signature of the contract. The

			Performance Security will only be released upon the successful completion of tasks that were planned, within the pre-defined timeframes.
10	13	Currency of Proposal	United States Dollar
11	23	Deadline for submitting requests for clarifications/ questions	7 calendar-days before the submission deadline
12		Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ersin Dağdur Address: Yıldız Kule, Yukarı Dikmen Mah, Turan Güneş Bulvarı, No:106, Cankaya, Ankara, 06550 Turkey E-mail address: tr.procurement@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers who have submitted their intention to submit a proposal, by email and Posting on the websites;  <a href="http://www.tr.undp.org">www.tr.undp.org</a> <a href="http://www.undp.org">www.undp.org</a> <a href="http://www.ungm.org">www.ungm.org</a> <a href="http://www.devbusiness.com">www.devbusiness.com</a>
14	23	Deadline for Physical Submission of Proposals to UNDP Premises at Yıldız Kule	April 11, 2019; 2:00 pm (GMT +3, Local time-Turkey)
15	22	Allowable Manner of Submitting Proposals	Courier/Hand Delivery  The proposers shall make all arrangements and controls to ensure that their proposals are physically delivered to UNDP, address of which is given in this RFP by the stated deadline.  The proposers are free to make arrangements either for physical dispatch of their proposal or through courier companies, at their own risk. UNDP shall not be responsible for any late physical delivery of the proposals to UNDP due to potential delays in courier companies, working/non-working days, official holidays, strikes, etc. Physical dispatch of the proposals to UNDP is possible as there is a security desk who will issue delivery receipts on a 24/7 basis.  The proposers shall be acknowledged that the proposals shall be submitted to the information desk of UNDP CO located at 16th floor of the building, submission time to this desk will be considered in case of late delivery of the proposals. The proposers shall be aware that there is a registration desk at the main gate of the building, that shall be considered for timely submission of the bids.

16	22	Number of copies of proposals	Original: 1 Copies: 1 Electronic Copy (CD or USB stick); scanned copy of the original proposal.
17	22	Proposal Submission Address	United Nations Development Programme  Turkey Resilience Project in Response to the Syria Crisis  Yıldız Kule 16 <sup>th</sup> Floor, Yukarı Dikmen Mah. Turan Güneş Blv. No:106 06550, Cankaya/Ankara Turkey  Ref: UNDP-TUR-RFP(MC2)-2019/06
18	22	Electronic submission (email or eTendering) requirements	N/A
19	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70% (technical) -30% (financial) distribution for technical and financial proposals respectively The Proposers who do not secure at least %70 of the maximum attainable technical scores will be technically disqualified and will not be subjected to financial evaluation.
20		Expected date for commencement of Services	Date for commencement of the services will be within 3 months following signature of the contract by both parties. This 3-month period is given for informative purposes only. UNDP has the right to postpone/prepone the date for commencement of the services in line with the civil works contract to be signed.  UNDP will officially notify the Contractor to commence the services.
21		Maximum expected duration of contract	14 months after UNDP's official notification for commencement of the services
22	36	UNDP will award the contract to:	One Proposer Only
23	40	Type of Contract	Contract Face Sheet (Goods and-or Services) UNDP <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24	40	UNDP Contract Terms and Conditions that will apply	General Terms and Conditions for Contracts (Goods and/or Services) <a href="http://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf">http://www.undp.org/content/dam/undp/library/corporate/Procurement/english/3.%20UNDP%20GTCs%20for%20Contracts%20(Goods%20and-or%20Services)%20-%20Sept%202017.pdf</a>
25		Tax Exemption	UN and its subsidiary organs are exempt from all taxes. Therefore, proposers shall prepare their Financial Proposals excluding Value Added Tax (VAT). It is the Proposers' responsibility to learn from relevant authorities (Ministry of Treasury and Finance) and/or to review/confirm published procedures and to consult with a certified



			financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Treasury and Finance's General Communiqués. The Contractor to be selected cannot be entitled to receive any amount over its Proposal price in relation to VAT. Overall contract amount to be paid to the Contractor shall not exceed the offered total price.
26		Eligibility of JVs/Consortiums/Associations	JVs/Consortiums/Associations are eligible within the scope of this RFP. If a JV/Consortium/Association is awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the JV/Consortium/Association.
27		Payment Conditions	The payment method will be "cost reimbursement". The payments will be affected on the basis of the actual number of days worked and the daily fee rates contained in the proposer's financial proposal. Payment will be made only upon UNDP's acceptance of the 3-month reports and final report. Payments shall be affected within thirty (30) days, after receipt of invoice and certification of acceptance of services issued by the responsible UNDP Project Manager. If the Contractor is registered and operating in Turkey, the payment shall be realized in Turkish Liras (TRY). Payments shall be affected by converting United States Dollars (USD) to Turkish Liras (TRY) by the UN operational rate of exchange <sup>1</sup> valid on the date of money transfer. Otherwise, the payments shall be affected as US Dollars.
28		Additional Information	It is noted that the awarding of the contract is subject to the condition of official extension of the "Turkey Resilience Project in Response to the Syria Crisis", which does not modify the elements of the procurement procedure. If the precedent condition is not met, UNDP will either abandon the procurement or cancel the award procedure without the proposers being entitled to claim any compensation.  This requirement is for supervision services for works contracts "Construction of Mechanical Biological Treatment Plant in Gaziantep" and "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis". In case of cancellation of these related works bid procedures, UNDP has the right to cancel this RFP and/or the award procedure.

<sup>1</sup> Available at the website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>



## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

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

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

### Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Proposer Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with Instruction to Proposers clause 3.	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with Instruction to Proposers clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>2</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years. (reference period to be taken into account: from April 11, 2016 to April 11, 2019)	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Proposer for the last 3 years. (reference period to be taken into account: from April 11, 2016 to April 11, 2019)	Form D: Qualification Form
	Minimum 5 years of relevant experience.	Form D: Qualification Form

<sup>2</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Proposer have been exhausted.

<b>Previous Experience</b>	<p>Minimum one contract with a budget of at least USD 400,000 in construction supervision services (excluding environmental planning, renovation and rehabilitation works, design and tendering) over the last 3 years. (reference period to be taken into account: from April 11, 2016 to April 11, 2019)</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
<b>Financial Standing</b>	<p>Minimum average annual turnover of USD 450,000 for the last 3 years. (i.e. 2016, 2017, 2018)<sup>3</sup></p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
	<p>Proposer must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

<sup>3</sup> If the entity's accounts have not been closed for 2018, the values for 2015 will be considered instead of 2018.

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Proposer's qualification, capacity and experience	200
2.	Proposed Methodology, Approach and Implementation Plan	300
3.	Management Structure and Key Personnel	500
	<b>Total</b>	<b>1000</b>

Section 1. Proposer's qualification, capacity and experience			Points obtainable
1.1	General Organizational Capability which is likely to affect implementation:		50
	1.1.1	Management structure and organigram	15
	1.1.2	Financial stability and project financing capacity	35
1.2	Relevance of specialized knowledge and experience on similar engagements done in the region/country		120
	1.2.1	Experience on supervision services on construction of environmental infrastructure projects, particularly waste treatment plant	80
	1.2.2	Experience with implementation of FIDIC General Conditions of Contract and other similar General Conditions used by international and/or multilateral organizations	40
1.3	Organizational Commitment to Sustainability (mandatory weight)		30
	1.3.1	Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points	20
	1.3.2	Organization is a member of the UN Global Compact -5 points	5
	1.3.3	Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	5
<b>Total Section 1</b>			<b>200</b>

Section 2. Proposed Methodology, Approach and Implementation Plan			Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail?		50
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference		150

2.3	Details on how the different service elements shall be organized, controlled and delivered	30
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	20
2.5	Assessment of the implementation plan and allocation of expert working days for the activities, proposed including whether the activities are properly sequenced and if the sequence of activities and allocation of working days are logical and realistic	50
<b>Total Section 2</b>		<b>300</b>

<b>Section 3. Management Structure and Key Personnel</b>			<b>Points obtainable</b>
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		50
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader		120
	- Qualifications and skills	5	
	- General Professional Experience	15	
	- Specific Professional Experience	100	
3.2 b	Mechanical Engineer		100
	- Qualifications and skills	5	
	- General Professional Experience	10	
	- Specific Professional Experience	85	
3.2 c	Design Review Expert (MBT Process)		100
	- Qualifications and skills	5	
	- General Professional Experience	10	
	- Specific Professional Experience	85	
3.2 d	Electrical Engineer		80
	- Qualifications and skills	5	
	- General Professional Experience	10	
	- Specific Professional Experience	65	
3.2 e	Site Supervisor (Kilis)		50
	- Qualifications and skills	5	
	- General Professional Experience	15	
	- Specific Professional Experience	30	
<b>Total Section 3</b>			<b>500</b>

## Section 5. Terms of Reference

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### A. BACKGROUND

UNDP supports the Government of Turkey to respond to this large-scale displacement through its Syria Crisis Response and Resilience Programme in Turkey to strengthen the resilience of refugees, host community members, local municipalities and relevant national institutions to cope with and recover from the impact. UNDP's resilience response strategy is to invest in existing national and local systems to ensure they can adequately serve both host and refugee communities. As part of this programme, UNDP will implement the Turkey Resilience Project in Response to the Syria Crisis, funded by the EU Regional Trust Fund in response to the Syrian crisis (EUTF Fund). The Project consists of three main components: Component 1 on Employment Creation, Component 2 on Municipal Service Delivery and Component 3 on Adult Language Training.

UNDP uses a resilience-based development approach which focuses on investing in existing national and local systems to ensure they can adequately serve both host and Syrian communities. One of the aimed outcomes of the resilience response under Component 2 is to strengthen infrastructure capacities of the Municipalities by construction of waste water treatment plant.

Within that scope, construction supervision services are required for "Construction of Mechanical Biological Treatment Plant in Gaziantep" and "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis".

### B. SPECIFIC OBJECTIVES

The overall objective of this requirement is satisfactory completion of works for "Construction of Mechanical and Biological Treatment Plant in Gaziantep" and "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis". To achieve the overall objective, the purpose of this Contract is:

- To provide supervision services, with close collaboration with UNDP, for the Works Contract "Construction of Mechanical Biological Treatment Plant in Gaziantep" to be executed under "UNDP General Conditions of Contract for Civil Works<sup>4</sup>", in particular, regarding quality, time and cost, on behalf of UNDP (Employer).

The Contractor shall achieve substantial completion of works by supervision on implementation of the works contract by the Works Contractor in a timely manner and within the allocated budget and in full compliance with the statement of works/technical specifications and standards, approved designs, terms and conditions of the works contract.

### C. SCOPE

In general, the Contractor will perform within the limits and close collaboration with UNDP all the duties and exercise powers of Engineer, **except the duties and exercise powers related to "Defect Liability Period"**, as identified in UNDP General Conditions of Contract for Civil Works, for the works contract 'Construction of Mechanical Biological Treatment Plant in Gaziantep' and "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis", and will be responsible for all the tasks defined within this terms of reference and his/her technical proposal.

The Contractor shall undertake;

- Administration of the works contract (as an Engineer) in force between the Employer and the Works Contractor within the limit, as stipulated by Clause 5 of the UNDP General Conditions of Contract for Civil Works;

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<sup>4</sup> Available at the following website;

<http://www.undp.org/content/dam/undp/library/corporate/Procurement/english/6.%20UNDP%20General%20Conditions%20of%20Contract%20for%20Civil%20Works.doc>

- Supervision on implementation of the works contract by the Works Contractor in a timely manner and within the allocated budget and in full compliance with the statement of works/technical specifications and standards, approved designs, terms and conditions of the works contract;
- Approval of final design for "Construction of Mechanical Biological Treatment Plant in Gaziantep" in accordance with the statements of work/technical specifications, conceptual design and applicable legislation of Turkey.
- Approval of final design for "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis" in accordance with the statements of work/technical specifications, conceptual design and applicable legislation of Turkey.
- Safeguarding the quality of construction and overseeing the safety of the works.
- The professional and legal follow up of construction sites in line with the national legislation.

Within the scope of the works contracts for "Construction of Mechanical Biological Treatment Plant in Gaziantep", the works contractor will undertake the works mainly consist of;

- Final design of the plant in accordance with the conceptual design and statement of works/technical specifications given by UNDP,
- Excavation and filling for all designed structures according to the site excavation plan,
- Construction of Mechanical Biological Treatment Plant in Gaziantep including structural, architectural, mechanical, electrical and landscape works detailed with drawings and technical specifications for the structures,
- Design, procurement, installation, taking into operation, testing, inspection and acceptance of the machinery and equipment that are necessary for the proper functioning of the mechanical biological treatment facility,
- Providing all "as-built drawings" and all summary tables of laboratory results at the end of the Works, fully describing the finalized Permanent Works,
- Execution of any outstanding work and all such works of repair, amendment, reconstruction, rectification, and making good defects, imperfections, shrinkages or other faults required by Engineer during the Defects Liability Period for 12 months period.

Mechanical Biological Treatment Plant will have an approximate capacity to process 300-350 tonnes municipal waste per day, and comprises mechanical biological separation, fermentation (anaerobic digestion) and refuse-derived fuel processes.

Within the scope of the works contracts for "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis", the works contractor will undertake the works mainly consist of;

- Final design of the plant in accordance with the conceptual design and statement of works/technical specifications given by UNDP,
- Excavation and filling for all designed structures according to the site excavation plan,
- Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis including structural, architectural, mechanical, electrical and landscape works detailed with drawings and technical specifications for the structures,
- Design, procurement, installation, taking into operation, testing, inspection and acceptance of the machinery and equipment that are necessary for the proper functioning of the mechanical biological treatment facility,
- Providing all "as-built drawings" and all summary tables of laboratory results at the end of the Works, fully describing the finalized Permanent Works,
- Execution of any outstanding work and all such works of repair, amendment, reconstruction, rectification, and making good defects, imperfections, shrinkages or other faults required by Engineer during the Defects Liability Period for 12 months period.



Greenhouse Solar Sewage Sludge Dryer will have an approximate capacity to process 25 tonnes of sewage sludge, will comprise greenhouse hole for solar dryer, sludge mixer and air recirculation fans. The greenhouse solar dryer will be fed by sewage sludge from the waste water treatment plant and has the solid content of 20-25 %.

#### **D. APPROACH AND METHODOLOGY**

The Contractor will provide support to UNDP at all stages of project implementation for two separate works contracts for "Construction of Mechanical Biological Treatment Plant in Gaziantep" and "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis"; **until final payment to Works Contractors**, including but not limited to the following duties and responsibilities:

##### **D.1 Pre-construction Activities**

###### **D.1.1 General Assistance to UNDP**

- Verify and correct the Specifications before tender or contract agreement with Works Contractors to ensure they are consistent with the UNDP General Conditions of Contract for Civil Works.
- Verify that all the necessary construction permits are obtained.
- Verify that there are no obstacles with regard to the right of access (e.g. land ownership issues, cadastral zone planning, max construction area, distances, etc.).

###### **D.1.2 Preparation for construction and post-construction activities**

- The Contractor shall set up a supervisory organisation including monitoring systems to ensure a fast and efficient administration of the activities, a timely implementation of the works and an efficient use of the financial resources.
- Prepare a Procedures Manual which will outline procedures for the site supervision as well as the recording of work performed by the Works contractor. The manual will include preparation of Quality Control and Administration procedures and forms. Further, it will include procedures for monitoring and updating of work Programme for the entire project implementation as well as review of the Works contractor's design, if any, and construction.
- Plan and schedule for the project accounting and cost control system
- Plan and schedule for means and format of communication and reporting
- Confirm the responsibilities and duties of the Contractor's' / Works contractor' supervisory staff with UNDP.
- Prepare a supervision plan for the Defects Liability Period (hereinafter will be referred as "the DLP").
- The Contractor is responsible for the preparation and implementation of a program for monitoring environmental impacts during and after construction (implementation and operation of the project).

##### **D.2 Approval of Design submitted by the Works Contractor**

- Prepare supplementary plans and additional technical studies and investigations that may be required in order to resolve actual conditions on the Site, and as a consequence of carrying out the review of the Works Contractor's detailed design and construction drawings.
- Review and approve the Works Contractor's detailed design both for temporary and permanent works, if any, based on Statement of Works/Technical Specifications and conceptual design as per the Works Contract. Review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works Contractor.
- Review and approve the design both for manufacturing, selection and installation of process machinery and equipment, if any, based on the Statement of Works/Technical Specifications and conceptual design as per the Works Contract. Review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works Contractor.
- Ensure that the selected process machinery and equipment comply with the overall process design.

##### **D.3 Construction Activities**

###### **D3.1 General Assistance to UNDP**

- Assist UNDP in approving required insurances;
- Review and verify the Insurance Policies provided by the Works Contractor;
- Review and approve the Programme of Work;
- Plan and schedule regular weekly site meetings, monthly progress meeting formats and attendance.

### **D3.2 General Site management and programme monitoring**

- Mobilise and set-up the Contractor office at the premises provided by the Works Contractor
- The Contractor shall mobilise supervision staff and ensure a permanent presence of his/her key personnel at the works site in accordance with Works Contractor's programme of work.
- Hold regular weekly site meetings with the Works contractor to discuss specific issues arising from construction activities and prepare and submit minutes of all such meetings.
- Ensure compliancy of Work Book, maintained by works contractor, with the requirements stipulated by UNDP General Conditions of Contract for Civil Works.
- Maintain a site diary to record at least the following details:
  - Prevailing conditions: weather, soil moisture, standing water, unusual activities, obstructions, etc.;
  - Manpower on site, work days, scheduled manpower;
  - Plant and equipment on site in operational condition;
  - Equipment inspection/installation activities;
  - Claims submitted, payments, variations, extra work authorized or undertaken, delays, etc.;
  - Accidents;
  - Tests and inspections performed;
  - Site instructions given;
  - Progress achieved, work completed, work approved, equipment delivered, equipment installed, equipment inspected, equipment tested, equipment accepted;
  - Difficulties encountered, and corrective measures undertaken
- Organize meetings including but not limited to the below list. Keep, distribute and follow-up the minutes of the meetings.
  - Weekly site meetings between the Engineer and the Works Contractor,
  - Monthly progress meetings with the participation of the UNDP, Engineer and the Works Contractor.
- Maintain a project/contract document control and filing system, making the system accessible to UNDP staff to enable them to inspect and audit the document system.
- Monitor the Works contractor operations and verify that the Works contractor complies with the requirements of laws and regulations governing construction of works in Turkey and recommend actions the Works contractor should implement in order to redress any non-compliance in respect of such issues as:
  - Occupational health and safety including workers compensation<sup>5</sup>;
  - Temporary traffic management and signage.
  - Construction of works on highways and roads;
  - Compensation for damages to property;
- Study and verify the Works contractor's proposals for health and safety plan, public health and public safety awareness program: review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works contractor.
- Ensure that the Works contractor performs the Works in accordance with the approved Health and Safety (H&S) Plan and any other H&S provisions included in the Works or existing in Turkish law:
- The Contractor shall ensure that training courses on Health and Safety procedures have successfully been completed for all workers and other staff, including also the Employer's Personnel, and that all applicable H&S practices are observed at the Site. Any accidents that may occur shall be reported in due diligence, in a timely manner and in accordance with the regulations in force in Turkey.
- Ensure that the Works Contractor designs and/or performs the Works in way to secure the operational permits to be obtained.

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<sup>5</sup> Supervise and inspect all the Health and Safety procedures on the site in accordance with the final legislation published by the Turkish Ministry of Labor, Social Services and Family.

- Study and verify the Works Contractor's proposals for implementation of the traffic management plan: review, comment, consent, approve or reject as appropriate under the terms of the Works Contract signed between UNDP and the Works Contractor.
- Recommend, record and report on actions the Works Contractor should implement in order to regain/maintain progress in cases where progress is less than required under the terms of the Works Contract.
- If the Works are not progressing satisfactorily for any reason, the Contractor shall inform UNDP on measures to overcome the situation to meet objectives and Programme of Work.

### **D3.3 Financial monitoring**

- Carry out quantity surveys to verify the progress of the works in accordance with the relevant provisions of the Works Contract.
- Check the Works Contractor's monthly invoices and verify that the amounts claimed are actually due in accordance with the requirements of the Works Contract, and issue Certificates of Payment subject to verification by UNDP.

### **D3.4 Design; including review of the Works Contractor documents**

- Study and verification of Works Contractor's Documents such as shop drawings and specifications, as and if indicated in the Specifications or Employer's Requirements. Review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works Contractor.
- Obtain survey and setting out work done by the Works Contractor under the Contract and make appropriate checks for compliance and completeness.
- Keep construction "as-built" Site records:
  - Maintain one set of "as-built" construction drawings, as prepared by the Works Contractor, that progressively records the Works as constructed and approved, the drawings to be prepared using the current version of AutoCAD (or equivalent software to be approved by UNDP) and stored in hard copy format, using ISO A1 paper size, as well as a digital soft copy format. Each drawing should be clearly identified with at least: Employer, name of Contractor, Works Contractor, contract name and number, drawing, title, drawing number and version number, date of issue and date of approval for use;
- Verify that the Works Contractor progressively prepares work as executed with "as-built" records/drawings for each part of the Works completed and approved;
- Verify that the Works Contractor clearly certifies work as executed with records as follows:
  - That the information on the drawings was compiled by a chartered professional engineer or surveyor;
  - That the information is a true and fair representation of the Works as constructed;
  - That the Works shown on the drawings conform to the design, specifications, directions and approval of the Engineer.
- Document the key phases of the installation with photos.

### **D3.5 Environmental oversight**

- The Contractor shall check for compliance with the Environmental Impact Assessment (EIA) if any and control all the mitigation measures and the monitoring plan from the EIA study to prevent the environmental pollution due to the civil works (e.g. oil, leakage, noise, air pollution).
- Study and verification of the Works Contractor's proposals for implementation of the environmental management plan (EMP): review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works Contractor.
- Verify that the requirements of the Environmental Management Plan (EMP) are met in full:
  - According to the Works Contract, the Works Contractor is required to carry out the Works in accordance with careful environmental consideration. Implementation of environmental mitigation measures, as per the EMP, will also be supervised by the Contractor, so that the regulations will be followed in the course of the construction.
- Record any incidental or unforeseen environmental impacts and recommend mitigation measures.

- Monitor the Works Contractor's operations and verify that the Works Contractor complies with the requirements of laws and regulations governing construction of works in Turkey and recommend actions the Works Contractor should implement in order to redress any non-compliance in respect of such issues as:
  - Environmental protection measures for construction activities;
  - Protection of flora and fauna;
- Study and verification of the Works Contractor's proposals for implementation of the restoration plan for all the work Sites: review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works Contractor.

### **D3.6 Quality Assurance/ Quality Control**

- Be present on the site, as well as specific visits by specialists, in order to observe and to report on the progress and the quality of construction and the installation of equipment.
- Study and verification of the Works Contractor's quality assurance and quality control plan: review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works Contractor. The Contractor shall ensure that the quality assurance and quality control documentation is available for use by all Contractor staff and for inspection and auditing by UNDP.
- Study and verification of the Works Contractor's proposals for Material sources: review, comment, consent, approve or reject as appropriate under the terms of the Works Contract with the Works Contractor.
- Checking the Works, quality of executed Works, quality of built-in materials and installed Plant checking quality certificates, approvals, statement of compliance, certificates, guarantees etc.
- Checking the Equipment, quality of installation, quality and origin of built-in materials and installed Plant checking quality certificates, approvals, statement of compliance, certificates, guarantees etc.
- Ensure quality and quantity of Works/Equipment:
  - Review of laboratory test results.
  - Review and approve the materials testing laboratory and equipment and ensure that the testing equipment remains in good order and that the Works Contractor/Supplier properly calibrates the equipment on a regular basis in accordance with the approved standards for testing materials;
  - Verify that the Works contractor/Suppliers uses the testing equipment in accordance with the approved standards and international best practice;
  - Witness and supervise all tests and inspections (including but not limited to equipment tests, material tests and system tests) that the Works contractor/Suppliers carries out;

### **D3.7 Tests on Completion and Certificate of Substantial Completion**

- If any of the following are called for under the Works, study and verify the commissioning plans, testing plans, and performance test plans in accordance with the Works Contract and the Statement of Works/Technical Specifications. Review, comment, consent, approve or reject as appropriate under the provisions of the Works Contract.
- Verify that the constructed plant, as a whole, meet all the required functions of the project, operates efficiently and produces expected project outputs.
- Oversee the Works Contractor's training programme and verify that trainings are conducted appropriately and certificates provided to trainees, as may be required under the Works Contract, and related procedures on the Site.
- Undertake the Engineer's role under the Works Contract for all Tests on Completion, commissioning, and substantial completion as called for under the Works Contract.
- Carry out the substantial completion inspections.
- Ensure that the operational permits and/or occupancy permits are obtained.
- Prepare and issue the Certificate of Substantial Completion (subject to verification by UNDP).

### **D3.8 Preparation for post-construction**

- Prepare, in association with UNDP, a recommended routine maintenance program detailing for the different components of the Works:
  - The maintenance methods to be used;

- The maintenance equipment required;
- The timing of maintenance activities;
- The recommended spare parts, fittings and expected usage rates;
- Prepare a schedule of defect and maintenance criteria to guide assignment of liability for defects during the DLP.
- Prepare a schedule of inspections needed to verify if any defects have developed in the completed works during the DLP.

### **D3.9 Reporting**

- Prepare and submit Progress Reports for works contract which includes progress reporting, and photos, physical and financial progress schedules, minutes of meetings.
- Monitor and report on the progress of the works with respect to time, quantity, and quality, including submission of quarterly progress reports covering the work in progress.
- Monitor construction costs and prepare monthly construction cost reports, including at least:
  - A statement of projected cash flows for the project;
  - A statement of project expenses, and payments;
  - A statement of outstanding payments due under the contract;
  - A statement of adjustments to the Contract Sum due to variations etc.

#### **Monthly Progress Report**

The Contractor shall submit concise reports on a monthly basis to UNDP in a format to be agreed.

The monthly reports shall be submitted no later than the seventh day of the following month.

The key issues to be addressed in the monthly report shall be the progress of the activities as detailed under this Terms of Reference and Contractor's technical proposal. The reports shall cover; risks, safety, quality, progress, work programme, resources, contract management and cost control, and environmental management, in minimum.

The report shall include a summary of the progress of the services with particular reference to major activities and also those on the critical path for completion of the Works. The report shall detail delays and difficulties encountered and proposed measures to alleviate them and provide future projections for implementation of the activities.

In a suitable appendix the monthly progress report shall contain the minutes of the monthly site meeting and any other contractual meetings, and the copies of the interim payment certificates for the given period.

#### **Ad hoc Technical Reports**

The Contractor shall prepare ad hoc technical reports not only in accordance with the conditions of the Works Contract but also related to Supervision contracts (such as financial, institutional, operational, etc.). Ad hoc technical reports shall be prepared about factual aspects of the claims of the Works Contractor, Variation or any other conditions of the Works, when required.

### **D.4 Post-Construction Activities**

#### **D4.1 Works Contract(s) financial close-out**

- Checking the Works Contractor's Statements, that amounts claimed are actually due in accordance with the requirements of the Contract.
- Ensure the Engineer's role in regard to processing the Works Contractor's draft Final Statement and Final Statement and prepare the Final Payment Certificate. Check the Works Contractor's draft Final Statement,
- Finalize documentation of all outstanding claims by the Works Contractor, in accordance within the limits of the Engineer's role under the Works Contract.

#### **D4.2 Tests after Completion**

- Verify that the constructed plant, as a whole, meet all the required functions of the project, operates efficiently and produces expected project outputs.
- Undertake the Engineer's role under the Works Contract for all Tests after Completion, commissioning as called for under the Works Contract.
- Supervise the tests after completion.

#### **D4.2 Reporting**

##### Completion Report on Works

On substantial completion of the Works Contract, upon issue of the Certificate of Substantial Completion, within 15 calendar days the Contractor shall submit a Completion Report to UNDP. The main report shall contain:

- Copies of the Taking-Over Certificate(s).
- Verified "as-built" drawings showing all revision to the design of the Works.
- A set of manuals and designs including all revisions (if any).
- A complete analysis of the completion cost of the Works.
- An overview of the actual progress of the Works detailing reasons for delays and/or extensions of time
- Commissioning report for the various mechanical and electrical components of the Works.
- An overview of Site safety procedures, any problems in this regard and recommendations for improvement.
- An overview of the Works Contractor's working practices and resources.
- An assessment of the quality of Materials and workmanship any problems in this regard and recommendations for improvement.
- Details of technical difficulties encountered and how these were overcome.
- Details of administrative difficulties encountered and how these were overcome
- An appraisal of the strengths and weaknesses in the contract documents and in the design of the Works (including but not limited to the Conditions of the Works Contract, technical Specifications, price schedules, design details and drawings) with recommendations on how improvements could be made for future contracts.
- Details of all permits required for the operation of the Works.
- An overview of environmental protection procedures, any problems in this regard and recommendations for improvement.

##### Quality Assurance (QA) Dossier

In addition to the Completion Report the Contractor shall submit a comprehensive QA Dossier containing all original requests for inspection, approval, test forms and certificates relating to the construction of the Works and installation of the equipment and to the materials and Plant Incorporated into the Works. Documentation in the QA Dossier shall include but not necessarily be restricted to:

- All manufacturers' test certificates for Materials, if any.
- Performance test certificates and warranty agreements where applicable for mechanical and electrical Plant.
- Performance test certificates and warranty agreements where applicable for installed equipment
- Requests for inspection (if any), approvals and test results for:
  - Earthworks (grading, indicators, compaction etc)
  - Structural (aggregates, mix design, strength, formwork, reinforcement etc)
  - Architectural
  - Mechanical
  - Equipment

The QA Dossier shall be compiled during the course of the Works and it shall be available for inspection by the UNDP at any reasonable time.



#### F. KEY PERFORMANCE INDICATORS AND SERVICE LEVEL

UNDP will monitor following indicators through progress reports, financial reports and site meetings. If required service level is not met, UNDP will apply measures stipulated by terms and conditions of this Contract.

- The Contractor performs all the duties and exercise powers of Engineer until the issuance of Certificate of Substantial Completion, within the time limits as identified in UNDP General Conditions of Contract for Civil Works, for the works contracts 'Construction of mechanical biological treatment plant in Gaziantep' and "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis".
- For both works contracts 'Construction of mechanical biological treatment plant in Gaziantep' and "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis";
  - o Completion of the construction by safeguarding the quality of construction and overseeing the safety of the works.
  - o Payment certificates under each works contract are prepared by Contractor on a monthly basis and in full compliance with the works contract.
  - o The Contractor applies all proactive measures for performance of Works Contractor in line with the Works Contract and programme of work.
  - o Monthly progress reports are submitted to UNDP within seven days following each month.
- 3-Month progress reports and final report are submitted to UNDP in line with the requirements of the Contract.

#### G. GOVERNANCE AND ACCOUNTABILITY

Project Manager<sup>6</sup> will directly supervise the Contractor. Contractor will be directly responsible to, reporting to, seeking approval/acceptance of output from Project Manager.

**The Contractor shall conduct all duties and perform his/her power on Works Contract in close collaboration with UNDP Civil Engineer assigned by Project Manager.**

The Contractor shall, in the exercise of his/her duties and powers under the Works Contract, be entitled to performance by the Works Contractor of its obligations, and to enforcement thereof. Legal relationships between UNDP, Contractor and Works Contractor are stipulated by Clause 4 of UNDP General Conditions of Contract for Civil Works. The powers of Contractor on Works Contract are also stipulated and limited by Clause 5 of UNDP General Conditions of Contract for Civil Works.

The Contractor may interact/meet with Ilbank as implementing partner, Gaziantep Metropolitan Municipality, Kilis Municipality and Ministry of Environment and Urbanization as stakeholders. UNDP will facilitate those interactions and meetings, Contractor should not interact or meet with the implementing partner and/or local municipalities in absence of UNDP representatives.

#### H. FACILITIES TO BE PROVIDED BY UNDP

UNDP will provide all relevant background documents.

UNDP will not provide any physical facility for the services of the Contractor. The Contractor shall organize and cover the cost of their working place during pre-construction period. During construction period of works contract, Works Contractor will provide office accommodation at a reasonable standard for the Contractor on the site.

It is Contractor's sole responsibility to ensure that experts are adequately supported and equipped, that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

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<sup>6</sup> Project Manager of the Project "Turkey Resilience Project in Response to the Syria Crisis: Municipal Service Delivery"

#### I. EXPECTED DURATION OF THE CONTRACT/ASSIGNMENT

Date for commencement of the services will be within 3 months following the signature of the contract by both parties. This 3-month period is given for informative purposes only. UNDP has the right to postpone/prepone the date for commencement of the services. UNDP will officially notify the Contractor to commence the services. Expected duration of the services will be 13 months including;

- Pre-construction activities, 1 month,
- Construction activities;
  - 12 Months for Construction of Mechanical Biological Treatment Plant,
  - 5 months for Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis
- Post-construction activities, 1 month until the issuance of final payment certificate for works contracts.

Maximum estimated number of man-days to be invested by the Contractor are as follows;

	Maximum estimated number of man-days to be invested
Team Leader	260
Site Supervisor (Kilis)	100
Electrical Engineer	100
Mechanical Engineer	140
Design Review Expert (MBT Process)	60
Senior Experts	150
Junior Experts	150

#### J. DUTY STATION

Duty station during the contract will be Kilis and Gaziantep, Turkey.

Pre-construction and post-construction activities can be executed home-based.

For construction activities, up to %5 home-based work is possible upon prior approval from UNDP and this will be assessed on a case-by-case basis.

The Contractor will be present at construction site during construction activities in line with programme of works contract.

#### K. PROFESSIONAL QUALIFICATIONS OF THE CONTRACTOR AND ITS KEY PERSONNEL

The Contractor shall have experience on contract management services for civil works implemented in accordance with FIDIC General Conditions of Contract and other similar General Conditions used by international and/or multilateral organizations.

The Contractor shall provide adequate staff in terms of expertise and time, in order to complete the tasks required and to achieve the overall and specific objectives of the Contract in terms of time, cost and quality. The Contractor shall mobilize a team of experts comprising following key personnel and short-term experts.

##### **Key Personnel**

Contractor's personnel (i.e. experts to be mobilized by the Contractor) that have a crucial role in implementing the contract are referred to as key personnel. CVs, copies of diplomas, and relevant certifications of key personnel should be included in the Technical Proposal. CVs shall list all the relevant activities for the entire time mentioned in their CVs as years of experience.

### **Key personnel 1: Team Leader**

The Team Leader will be available during the whole contract period and be responsible for day-to-day management of the project on site. The team leader shall be on the construction site of Mechanical Biological Treatment Plant in Gaziantep during construction period. S/he may conduct site visits to the Construction Site of Greenhouse Solar Sewage Sludge Dryer in Kilis to ensure the compliancy of works with the works contract.

He/she shall be authorized as the “**Representative of the Engineer**” and shall provide services on a full-time basis at the duty station during construction period.

The Team Leader shall ensure development of the additional necessary management procedures as well as necessary QA/QC procedures and that all staff has been sufficiently trained and possess the necessary know-how in order that all tasks listed for the “Engineer” are carried out professionally.

#### Job Description:

The main functions of the Team Leader will be as follows but are not limited to:

- To manage the project on a day-to-day basis, and to ensure that the project runs on time with respect to schedule of Works contract.
- To direct and monitor the progress of the Works Contractor
- To manage the team of experts and resources
- To develop and maintain close links and excellent working relations with all the actors, bodies and UNDP involved in the project
- To coordinate all experts so as to ensure that the inputs of experts are available at the time they are required
- The contact for all the communications, elaboration and delivery of reports.
- The delivery of all necessary inputs for ensuring a proper implementation of the activities in accordance with this terms of reference and technical proposal.
- Identification of eventual obstacles for the implementation of projects and taking necessary corrective action accordingly.

#### Qualifications and skills

- Bachelor’s or higher degree in Civil Engineering
- Fluency in English

#### General professional experience

- Minimum of 7 years of professional experience

#### Specific professional experience

- Experience in construction supervision and/or construction of electrical and mechanical plants.
- Experience as a team leader/project manager of construction supervision as Engineer is an asset.
- Experience as a supervisor or team leader / project manager of contractor in a construction project implemented under FIDIC General Conditions of Contract and other similar General Conditions used by international and/or multilateral organizations is an asset.

### **Key personnel 2: Site Supervisor (Kilis)**

Site Supervisor shall be on the Construction Site of Greenhouse Solar Sewage Sludge Dryer in Kilis on a full-time basis during construction period of Greenhouse Solar Sewage Sludge Dryer as the representative of

team leader. Site supervisor shall be responsible for day to day control of the works executed on the site. S/he shall be an assistant to the Team Leader in terms of supervision of works contract for "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis" and responsible for coordination of the team of experts and resources for "Construction of Greenhouse Solar Sewage Sludge Dryer in Kilis" with supervision of Team Leader.

#### Qualifications and skills

- Bachelor's or higher degree in civil engineering and in absence of bachelor's degree, relevant technical educational background (i.e. vocational high school) together with min 10 years of relevant working experience is required.
- Moderate in English

#### General professional experience

- At least 5 years of general professional experience

#### Specific professional experience

- At least 2 years of on-site working experience in construction supervision services and/or construction of any kind of building.
- Experience in construction of electrical and mechanical plants will be an asset.

### **Key personnel 3: Mechanical Engineer**

The Mechanical Engineer will be assisting the Team Leader throughout the project, in particular for the control and approval of design of the mechanical works, design of the processing systems and technical specifications of the Equipment. Mechanical Engineer will also be responsible for the installation and tests of the process machinery and equipment. S/he shall provide services on part time basis.

#### **Qualifications and skills**

- Bachelor's or higher degree in Mechanical Engineering.
- Moderate in English

#### **General professional experience**

- Minimum of 7 years of professional experience

#### **Specific professional experience**

- Experience in construction supervision and/or construction of electrical and mechanical plants.
- Design and/or design control experience and knowledge on municipal waste treatment facilities will be an asset.
- Design, manufacturing and/or installation of conveyor systems will be considered an asset.

### **Key personnel 4: Electrical Engineer:**

The Electrical Engineer shall be an assistant to the Team Leader and be responsible for all activities related to the supervision and design approval of the electrical and electronic works. He/she shall be authorized by the Team Leader as the "Electrical Engineer". He/she shall provide services on part time basis.

#### **Qualifications and skills**

- Bachelor's or higher degree in Electrical Engineering or Electrical and Electronics Engineering
- Moderate in English

#### **General professional experience**

- Minimum of 7 years of general professional experience

#### **Specific professional experience**

- Experience in supervision or a construction of electrical works

- Experience in construction of electrical and mechanical plants will be considered as an asset.
- Design and/or design control experience and knowledge on municipal waste treatment facilities will be an asset.

#### **Key personnel 5: Design Review Expert (MBT Process)**

Design Review Expert shall be responsible for control and approval of detailed process design of MBT, and assistant to the Team Leader for coordination of all activities related to the supervision and design approval of MBT process including acceptance tests of process machinery and equipment. He/she shall provide services on part time basis.

#### **Qualifications and skills**

- Bachelor's or higher degree in Environmental Engineering or Mechanical Engineering or a related field.
- Moderate in English

#### **General professional experience**

- Minimum of 7 years of general professional experience

#### **Specific professional experience**

- Experience and knowledge on construction, design and/or design control of municipal waste treatment facilities similar to mechanical biological treatment plant.
- Experience and knowledge on design, installation and/or manufacturing of mechanical biological treatment process machinery and equipment will be considered as an asset.

#### **Short Term Experts and other required staff**

The Contractor will mobilize engineers from relevant fields (e.g. geotechnical, cartographer, environmental etc.), architects and technicians (e.g. survey technician, technical designer etc.), in addition to key experts listed in this section above, as per the requirements of the various phases of the assignment. CVs of the short-term experts to be recruited during the course of the project must be submitted to UNDP for approval at least two weeks before the start of their assignment. These approval requests shall be accompanied by a proper description of the assignments and outputs/deliverables. Qualifications, skills and experience for short term expert shall meet the following minimum requirements;

- University degree relevant to the assignment
- A senior short-term expert is personnel with more than 10 years of general professional experience and more than 5 years of specific professional experience relevant to the assignment
- A junior non-key expert is personnel with more than 5 years of general professional experience and more than 3 years of specific professional experience relevant to the assignment
- For experts that have pursued or are pursuing academic carriers, studies during obtainment of advanced degrees (e.g. masters, PhD) are considered professional experience and counted for general experience
- Moderate in English

The Contractor is fully responsible to mobilize short-term experts as may be needed for successful and timely completion of the Contract. The cost of backstopping (for instance, including but not limited to the support staff that will work with the survey technicians during measurements, surveying etc.) must be included in the Contract Price. No additional payment shall be made by UNDP with regards to these costs.

In order to execute the Project properly, the Contractor will be expected to employ the necessary support staff in order to carry out the responsibilities assigned under this contract.

#### **L. PRICE AND SCHEDULE OF PAYMENTS**

The Contract price is based on a daily professional fee rate, and the payment method is "cost reimbursement". The final price of the Contract will be determined on the basis of the actual number of days worked and the daily fee rates contained in the Contractor's financial proposal.

The proposer must include followings in the computation of professional fee rate;

- The remuneration actually paid to the experts concerned per working day,
- Administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, leave, insurances and security arrangements and other employment benefits accorded to the experts by Contractor.
- The margin, covering the Contractor's overheads, profit and backstopping facilities,
- Any other expenditure which is needed to implement the contract (e.g., travel, living allowances, taxes,)
- All the costs related to the scope of the works in this Terms of Reference except the costs for the electricity, water supply, and maintenance costs of site offices which will be met by the Works Contractor until substantial completion of Works. These costs are in general, relevant administrative, hardware and software, transportation, logistics and repatriation expenses, communication, accommodation and subsistence expenses as well as the office equipment and office consumable materials required for the performance of the contract.
- Costs for supplies and equipment including vehicles and other means of transport, computer hardware and software, fax and internet connection, photocopy machines, office supplies and reference materials, measurement and inspection equipment, etc.
- Costs for proper communication (English/Turkish) with interlocutors.
- Backstopping and support staff costs
- Costs for technical studies/tests

**The proposer shall prepare financial proposal in accordance with the maximum estimated number of man-days to be invested. (Ref: I. Expected Duration of The Contract/Assignment section of this terms of reference)**

Payments shall be made in accordance with the following schedule:

<b>Months from Commencement of Services</b>		<b>Conditions/documentations for Payment</b>
<b>4</b>	<b>Interim payment</b>	UNDP's acceptance of the 3-month report including an invoice.
<b>7</b>	<b>Interim payment</b>	UNDP's acceptance of the 3-month report including an invoice.
<b>10</b>	<b>Interim payment</b>	UNDP's acceptance of the 3-month report including an invoice.
<b>14</b>	<b>Final payment</b>	UNDP's acceptance of final report including a final invoice.

3-month progress reports and final report shall comprise justification for professional fees and supported by time sheets containing actual number of days worked and tasks completed by each key personnel and short-term experts shall be submitted.

Payment will be made only upon UNDP's acceptance of the 3-month reports and final report. Payments shall be affected within thirty (30) days, after receipt of invoice and certification of acceptance of services issued by the responsible UNDP Project Manager.

If the Contractor is registered and operating in Turkey, the payment shall be realized in Turkish Liras (TRY). Payments shall be affected by converting United States Dollars (USD) to Turkish Liras (TRY) by the UN operational rate of exchange<sup>7</sup> valid on the date of money transfer.

<sup>7</sup> Available at the website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>



## Section 6: Returnable Proposal Forms / Checklist

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

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

### Technical Proposal Envelope:

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

### Financial Proposal Envelope

**(Must be submitted in a separate sealed envelope)**

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

## Form A: Technical Proposal Submission Form

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

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[Stamp with official stamp of the Proposer]

## Form B: Proposer Information Form

<b>Legal name of Proposer</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Proposer's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Certificate of Incorporation/ Business Registration</li> <li>▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer</li> <li>▪ Trade name registration papers, if applicable</li> <li>▪ Local Government permit to locate and operate in assignment location, if applicable</li> <li>▪ Official Letter of Appointment as local representative, if Proposer is submitting a Proposal in behalf of an entity located outside the country</li> <li>▪ Power of Attorney</li> </ul>

## Form C: Joint Venture/Consortium/Association Information Form

Name of Proposer:	[Insert Name of Proposer]	Date:	<input type="text" value="Select date"/>
RFP reference:	[Insert RFP Reference Number]		

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

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

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

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

Notarized JV/Consortium/Association agreement

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

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_ Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Form D: Qualification Form

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

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

### Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years (reference period to be taken into account: April 11, 2016 to April 11, 2019)

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

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

### Litigation History (including pending litigation)

☐ No litigation history for the last 3 years (reference period to be taken into account: April 11, 2016 to April 11, 2019)

☐ Litigation History as indicated below

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



## Previous Relevant Experience

Please list **only** previous similar assignments successfully completed in the last 3 years (reference period to be taken into account: April 11, 2016 to April 11, 2019).

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

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value (in US\$ equivalent <sup>8</sup> )	Period of activity and status	Types of activities undertaken

- Proposers shall convert the currency quoted in the "Certificate of Completion" into USD, in accordance with the prevailing UN operational rate of exchange on the contract signature date. UN operational rate of exchange are available at the following website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

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

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

## Financial Standing

Proposers shall convert the currency quoted in the financial statements into USD, in accordance with the prevailing UN operational rate of exchange on last month of the year (December) for which financial statements was prepared. UN operational rate of exchange are available at the following website: <https://treasury.un.org/operationalrates/OperationalRates.php#E>

<b>Annual Turnover for the last 3 years</b>	Year 2016	USD
	Year 2017	USD
	Year 2018 <sup>8</sup>	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

<sup>8</sup> If the entity's accounts have not been closed for 2018, the values for 2015 will be considered instead of 2018.



Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1 (2016)	Year 2 (2017)	Year 3 (2018 <sup>9</sup> )
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

<sup>9</sup> If the entity's accounts have not been closed for 2018, the values for 2015 will be considered instead of 2018.

## Form E: Format of Technical Proposal

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

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

### SECTION 1: Proposer's qualification, capacity and expertise

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

### SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

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

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

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

## SECTION 3: Management Structure and Key Personnel

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

### Format for CV of Proposed Key Personnel

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

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

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

## Form F: Financial Proposal Submission Form

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

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

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

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

*[Stamp with official stamp of the Proposer]*

## Form G: Financial Proposal Form

Name of Proposer:	[Insert Name of Proposer]	Date:	<input type="text" value="select date"/>
RFP reference:	[Insert RFP Reference Number]		

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

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

The Contract price shall be based on a daily professional fee rate. The payment method will be "cost reimbursement" as per the General Terms and Conditions for Contracts (Goods and/or Services). The payments will be affected on the basis of the actual number of days worked and the daily fee rates contained in the proposer's financial proposal.

**The proposer shall prepare financial proposal in accordance with the maximum estimated number of man-days to be invested indicated in Part I, namely "Expected Duration of the Contract/Assignment" of the Terms of Reference)**

**Currency of the proposal:** United States Dollars

**Table 1: Summary of Overall Prices**

Amount(s)(USD)	
Professional Fees (from Table 2)	
Total Amount of Financial Proposal	

**Table 2: Breakdown of Professional Fees**

Name	Position	Daily Rate(USD)	Maximum No. of Days	Estimated Total Amount (USD)
		A	B	C=AxB
	Team Leader		260	
	Site Supervisor (Kilis)		100	
	Electrical Engineer		100	
	Mechanical Engineer		140	
	Design Review Expert (MBT Process)		60	
	Senior Experts		150	
	Junior Experts		150	
Subtotal Professional Fees:				

The proposer must include followings in the computation of professional daily rate;

- The remuneration actually paid to the experts concerned per working day,
- Administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, leave, insurances and security arrangements and other employment benefits accorded to the experts by Contractor.
- The margin, covering the Contractor's overheads, profit and backstopping facilities,
- Any other expenditure which is needed to implement the contract (e.g., travel, living allowances,

taxes,)

- All the costs related to the scope of the works in this Terms of Reference except the costs for the electricity, water supply, and maintenance costs of site offices which will be met by the Works Contractor until substantial completion of Works. These costs are in general, relevant administrative, hardware and software, transportation, logistics and repatriation expenses, communication, accommodation and subsistence expenses as well as the office equipment and office consumable materials required for the performance of the contract.
- Costs for supplies and equipment including vehicles and other means of transport, computer hardware and software, fax and internet connection, photocopy machines, office supplies and reference materials, measurement and inspection equipment, etc.
- Costs for proper communication (English/Turkish) with interlocutors.
- Backstopping and support staff costs
- Costs for technical studies/tests



## Form H: Form of Proposal Security

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

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To: UNDP

*[Insert contact information as provided in Data Sheet]*

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

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

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

*[Stamp with official stamp of the Bank]*