



REQUEST FOR PROPOSALS

Provision of Services for the final disposal of PCB contaminated waste from the Kyrgyz Republic
Management and disposal of polychlorinated biphenyls in Kyrgyzstan



United Nations Development Programme
August, 2014

Section 1. Letter of Invitation

Bishkek, Kyrgyz Republic
August 22, 2014

Request for Proposal No PMU 14/059 for provision of Services for the final disposal of PCB contaminated waste from the Kyrgyz Republic

Dear Sir/Madam,

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:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions

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

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

UNDP PMU Office, Procurement Team
709 room, 101/1 Manas Ave., Bishkek 720000, Kyrgyzstan
Attention: PMU Procurement Team
E-mail: procurement@pmu.undp.kg

The acknowledgement letter should be received by UNDP no later than 28 August 2014, COB. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,

Jyldyz Moldokulova, Ms., UNDP National PMU Manager

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

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

- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged 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;

- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

- 6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family 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
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date

indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 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 a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

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

this RFP.

15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DSNo. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of

the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

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

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

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

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

Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

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

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

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

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. 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.

21. Validity Period

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

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.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify

the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

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

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall

be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

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

26. Proposal Opening

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

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

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence 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.

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

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

When the Data Sheet specifies a combined scoring method, the formula for the rating of the

Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \hline & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

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

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought,

offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

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.

31. Responsiveness of Proposal

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.

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.

32. Nonconformities, Reparable Errors and Omissions

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.

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

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

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. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

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.

36. Contract Signature

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

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall 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 Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceeds the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

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

Table 1: Data Sheet

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Management and disposal of polychlorinated biphenyls in Kyrgyzstan
2		Title of Services/Work:	Provision of Services for the final disposal of PCB contaminated waste from the Kyrgyz Republic
3		Country / Region of Work Location:	Kyrgyz Republic
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	NA

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

8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Not required
10	B.9.5	Acceptable forms of Proposal Security ³	NA
11	B.9.5 C.15.4 a)	Validity of Proposal Security	NA
12		Advanced Payment upon signing of contract	NA
13		Liquidated Damages	Will be imposed under the following conditions : Percentage of contract price per day of delay :0.5% Max. no. of days of delay :30 After which UNDP may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Not required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	10 days before the submission deadline date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	Focal Person in UNDP: Cholpon Tentieva, Ms., Procurement Specialist Address: United Nations Development Programme UNDP PMU Office, Procurement Team 101/1 Manas Ave., Bishkek 720000, Kyrgyz Republic

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

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

			Tel No. : +996 312 694373, ext. 139 E-mail address dedicated for this purpose: procurement@pmu.undp.kg;
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁵ www.ungm.org; http://procurement-notice.undp.org/
19	D.23.3	No. of copies of Proposal that must be submitted (transmitted by courier)	Original : 1 Copies : 1
20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Development Programme UNDP PMU Office, Procurement Team Room 709, 101/1 Manas ave., Bishkek, 720000, Kyrgyz Republic Attention: Ms. Cholpon Tentieva, Procurement Specialist Phone: +996 312-694373, ext. 139 Marked with: "RFP: Services for the final disposal of PCB contaminated waste from the Kyrgyz Republic".
21	C.21 D.24	Deadline of Submission	Date and Time : September 18, 2014 3:00 PM
22	D.23.2	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	NA
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: September 18, 2014 3:30 PM Venue : UNDP PMU Office, 101/1 Manas ave., Bishkek, 720000, Kyrgyz Republic
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Offeror is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Offeror <input type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Offeror is not a corporation <input type="checkbox"/> Trade name registration papers, if applicable <input type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input type="checkbox"/> Duly notarized Agreement among the legal entities, if the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal <input type="checkbox"/> Duly notarized Letter of designation of one party to act as a lead entity, i.e. Power of Attorney <input type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Offeror, if any <input type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years <input type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past <i>[more than 10 years]</i> including contacts for reference <input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the Offeror is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. <input type="checkbox"/> Copy of valid permit issued by respective authority in the country of Offeror's residence for handling, storage and disposal/recovery operation(s) of PCB containing waste subject of the RFP. <input type="checkbox"/> Copy of valid permit for the transportation of PCB containing waste, class 9. <input type="checkbox"/> Risk analysis, covering, packaging, stowing, storage, transportation and disposal procedures and including detailed description of risk management measures required for implementation.
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27		Other documents that may be Submitted to Establish Eligibility	NA
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	NA
29	C.15.2	Latest Expected date for commencement of Contract	<i>October 20, 2014</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	8 months (October 20, 2014 –June 20, 2015)
31		UNDP will award the contract to:	<input type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the Offeror on the legal, technical and financial documents submitted; <input type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the Offeror, or any other entity that may have done business with the Offeror; <input type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> UNDP's receipt of Performance Bond
35		Other Information Related to the RFP	NA

Table 2: Technical evaluation criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	40%	280

2.	Proposed Methodology, Approach and Implementation Plan	40%	280
3.	Management Structure and Key Personnel	20%	140
	Total		700

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing supported by the following documents: <ul style="list-style-type: none"> • Company's profile(explaining the history and services provided), • Quality Certificates (e.g. ISO certificates on environmental and quality systems implemented in the company), • Performance certificates (confirmation from the customers on the quality of services provided by the Bidder), • Litigation history (statement about some incidents and prosecutions if any has taken place). 	30
1.2	General Organizational Capability which is likely to affect implementation Financial stability Documents demonstrating abovementioned Financial stability: <ul style="list-style-type: none"> • Registration Certificates, • Tax Registration/Payment Certificate, • Certificate of Registration of the business, including Articles of Incorporation, Operational permit, • Bank references, • Financial statements, • Duly notarized Agreement among the legal entities, if the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, • Duly notarized Letter of designation of one party to act as a lead entity, i.e. Power of Attorney, • Explanation of Project management controls, i.e. management structure with personnel involved, organization structure and lines of communication, control mechanism and reporting, etc. 	30
1.3	Extent to which any work would be subcontracted with relevant information indicated in the Methodology, Approach and Implementation Plan (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.) Evaluation will be done based on description of work to be subcontracted supported by relevant documents proving subcontractor's experience. Maximum score will be obtained by the Offeror who's expertise covers and	15

	allows to implement major part of PCBs packing, transportation and disposal processes.	
1.4.	Company experience in PCB Management issues related with International agencies (UN or similar) projects (with indication of 5 successfully implemented projects with information - name of the project, export country, amount of waste, kind of waste and etc.)	25
1.5.	Company experience in handling PCB wastes, especially packing/repacking of PCB capacitors, (with indication about the amount of waste, type and location) for last 10 years.	25
1.6.	Offeror's experience with hazardous waste export (experience in CIS countries and Central Asia is privileged) supported by Satisfactory Performance statement by previous Clients.	25
1.7.	Offeror's experience with transboundary transportation of hazardous waste (especially PCB wastes) with latest successfully implemented Project within last 10 years. Please note: if a subcontractor, as indicated in the proposal, will provide the transportation, the experience of the subcontractor will be evaluated.	25
1.8.	Offeror's experience with air transportation of hazardous waste (especially PCB wastes) Please note: if a subcontractor, as indicated in the proposal, will provide the transportation, the experience of the subcontractor will be evaluated.	45
1.9	Offeror's experience with disposal of PCB containing equipment and waste for last 10 years Please note: if a subcontractor, as indicated in the proposal, will provide the disposal, the experience of the subcontractor will be evaluated.	30
1.10.	Affirmation of Offeror's capacity to dispose PCB containing equipment and waste within estimated contract period (with indication of disposal capacity - tons/year)	30
Total Part I		280

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	General work plan and schedule implementable and meets the requirements under Terms of Reference	40
2.2	Subcontractors involved (provision of documents establishing subcontractor's suitability and qualifications for the task is required)	10
2.3	List of necessary health and safety equipment	20
2.4	Packing Plan	25
2.5	Internal transportation of PCBs	20
2.6	Air transportation of hazardous wastes	40
2.7	Permits for export and transportation	35
2.8	Guarantees and insurances	25

2.9	Technical description of the proposed disposal process	40
2.10	Risk analysis	25
	Total Part 2	280

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Task Manager		70
		Sub-Score	
	General Qualification		60
	Suitability for the Project		
	- International Experience in PCB waste management (not less than 8 years).	15	
	- Packing Experience of the PCB waste	15	
	- Professional Experience in the area of specialization (not less than 8 years)	15	
	- Knowledge of the region (supported by relevant information in the CV regarding engagement in the disposal projects in the region, supported by reference letters from the companies in the region on satisfactory performance of the tasks)	15	
	- Language Qualifications: English, knowledge of Russian would be highly appreciated (supported by relevant school/high school/university/language courses certificate acknowledging language proficiency)		10
			70
3.2	Senior Expert		50
		Sub-Score	
	General Qualification		45
	Suitability for the Project		
	- International Experience in PCB management (not less than 5 years)	10	
	- Packing Experience of the PCB waste	10	
	- Professional Experience in the area of specialization (not less than 5 years)	15	
	- Knowledge of the region (supported by relevant information in the CV regarding engagement in the disposal projects in the region, supported by reference letters from the companies in the region on satisfactory performance of the tasks)	10	

	- Language Qualifications: English, knowledge of Russian would be highly appreciated (supported by relevant school/high school/university/language courses certificate acknowledging language proficiency)		5	
			50	
3.3	Junior Expert			20
			Sub-Score	
	General Qualification		20	
	Suitability for the Project			
	- International Experience in PCB management (not less than 3 years)	4		
	- Packing Experience of the PCB waste	4		
	- Professional Experience in the area of specialization (not less than 3 years)	4		
	- Knowledge of the region (supported by relevant information in the CV regarding engagement in the disposal projects in the region, supported by reference letters from the companies in the region on satisfactory performance of the tasks)	4		
	- Language Qualifications: English, knowledge of Russian would be highly appreciated (supported by relevant school/high school/university/language courses certificate acknowledging language proficiency)		4	
			20	
	Total Part 3			140

Section 3: Terms of Reference (TOR)

UNDP/GEF Project
"Management and disposal of polychlorinated biphenyls in Kyrgyzstan"
Project number: 00072737

Terms of Reference
For Provision of Services for the final disposal of PCB contaminated waste from the Kyrgyz Republic

1. Objective

The objective of the work is to arrange for the safe, documented and appropriate packing, transportation and disposal of 571 pieces of PCB containing capacitors of BSK-1 and BSK-2 type with the total weight of 34 tons and the associated PCB contaminated solid waste. The capacitors are located at two locations, i.e. in Cholpon-Ata 250 km far from Bishkek and Kara-Suu 680 km away from Bishkek electric grids (relevant information indicated in Annex I). The work includes the completion of all documentation related to shipment and destruction of the waste.

1.1 General conditions

The scope of work and other requirements for performance of this work are outlined in these Terms of reference. All the work must be performed and completed in conformity with legislation of the Kyrgyz Republic, Basel Convention and Stockholm Convention, Council regulation (EEC) No. 259/93, Regulation (EC) No 1013/2006, Council directive 94/67/EC and other applicable regulations and procedures. These procedures include the completion of and filing of all the necessary documentation, permits, advisory and notification requirements.

In providing services the Contractor shall obey all necessary safety precautions with regard to environmental and work safety, and shall provide adequately experienced and qualified staff for performance of these services.

2. Background

Polychlorinated Biphenyls (PCBs) are due to the adverse effects to the human health and the environment, persistence, tendency for bio-accumulation and long-range environmental transport, are included in the initial list of globally managed Persistent Organic Pollutants (POPs).

Kyrgyz Republic is committed to safe management of PCB as demonstrated by signature of the Stockholm Convention and its subsequent ratification on 12 December 2006. In order to comply with the Stockholm Convention requirements, the National Implementation Plan (NIP) on POPs was developed and submitted to the Convention Secretariat. As part of the NIP, the situation with the PCB issue in the country was assessed, the problems identified, and appropriate actions for sound PCB management defined.

These actions are incorporated into a project “Management and disposal of PCBs in Kyrgyzstan” which is a joint undertaking by the relevant government institutions, regional authorities, industries, public and local authorities, NGOs and UNDP. The Global Environment Facility is providing substantive grant funding for co-financing the project.

The main objective of the project is to assist the Kyrgyz Republic to comply with the PCB-related obligations under the Stockholm Convention and reduce the releases of PCBs into the environment through: i) Identification of PCBs and Enhancing Awareness; ii) Strengthening Legislative and Regulatory Measures, and Supporting Institutions; iii) Development of Technical Capacity for Sustainable PCB Management, iv) Securing PCB Stockpiles and Wastes.

The major component of the project is related to establishment of secure storage facilities for PCB wastes and stockpiles and disposal of up to 50 tons of PCB stockpiles through export to qualified facilities.

The estimated amount of PCB containing waste to be transported and disposed of within the framework of this tender is presented in Annex I.

The Contractor will be responsible for accomplishing the entire set of services including packing, transportation and disposal of the PCB waste by taking into account the relevant applicable regulations and procedures, and the all necessary safety precautions with regard to environmental and work safety.

Within the framework of a similar PCB related project that is under execution in the Republic of Kazakhstan, all possibilities for land and/or sea transportation of their PCB waste (oil and capacitors) were explored and as a result it was concluded that this kind of transportation is not possible through the following transit countries: (1) through the Russian Federation in the North direction (by land); (2) through Azerbaijan, Georgia in the West direction (by sea and land); (3) through China in the East direction (by land); and (4) through Iran in the south direction (by land and sea). All possible transit countries were duly notified of export/transit (informed) and requested by the Government of Kazakhstan on issuing permits for transit of PCB wastes. No positive responses were received and all requests were denied by the Governments of the transit countries listed above in view of the existing local legislations and with references to restrictions that countries introduced under some provisions of the Basel convention. This limited the possible routes for transportation of PCB waste by air only. Being at the similar surrounding and geographical location like Kazakhstan, the air transportation might be the only mode of transportation of the PCB waste originated from the Kyrgyz Republic as well.

The Offeror shall propose the air transportation route, indicating the airport, which will be used for receiving PCB wastes. Also the Offeror will be responsible for preparation all documents according to the customs requirement of export and import countries as well as investigation of all duties and taxes that can be imposed within the export of PCB wastes for which the Offeror will be responsible for.

In order to optimize the costs for the air transportation, and generally to decrease the disposal costs, it would be advantage if the Offeror can provide possible twinning approach with the PCB project in Kazakhstan.

3. Scope of work and expected output

The work to be provided by the Offeror can be divided into the following stages.

Table 3: Scope of work

	Stage	Work to be provided
A	Packing of PCB waste	Arrange for, either directly or through a local sub-contractor, the procurement of UN approved packaging for the packing and transportation of the PCB capacitors and the associated wastes, labels, then personal protective equipment, safety equipment, cleaning materials, absorbents, disposables, associated packing and stowing materials (pallets, drip trays, transit bins, wooden boards, slats, airbags)etc and their shipment to Kyrgyzstan; or procurement in Kyrgyzstan.
		<p>Arrange through a local subcontractor the needed handling and lifting equipment (crane, forklift, scale, etc.).</p> <p>Accomplish the decommissioning/dismantling and the packing of the PCB containing capacitors into UN approved packaging, including the associated PCB contaminated solid waste, labeling and weighing of the packages using appropriate health and safety equipment, preparation of the sites for the packing and storage activities</p>
B	Permits/documents for export and transportation	Obtained all the required authorizations for the transboundary transfer of hazardous wastes
C	Transportation	Arrange for, either directly or through a specifically described sub-contractor, the completion of all Kyrgyzstan and international regulations including customs, EC Directive No. 1013/2006 of the European Council concerning the shipments of waste, ADR/RID/IMDG and IATA regulations, the Basel and Stockholm Convention documentations for transboundary movement of the PCB wastes from Kyrgyzstan to the destination country including all handling, air transportation and disposal according to BAT/BEP standards and including any provisions for insurances and financial guarantees and including preparation all transport documents, which will be required by the export and import countries.
D	Disposal	Receive and destroy, through an internationally recognized and certified technology, an amount of PCB wastes
		Provide certification documentation (certificates of disposal) that the PCB wastes have been destroyed in compliance with internationally recognized and mandated emissions standards including official confirmation and stamps of the appropriate Ministry of Environment of the receiving country.

A. Packaging of PCB containing capacitors and the associated waste

In the event of subcontracting, copies of due permits for handling and/or transportation of PCB waste shall be submitted.

Packaging of the PCB capacitors and the associated waste:

- a. The Contractor shall arrange for appropriate decommissioning/dismantling of the capacitors by undertaking all necessary safety precautions to prevent from eventual electric shock and damaging the capacitors which might result in introduction of the PCB liquid in the environment. The Contractor shall provide that the decommissioning operation is carried out by qualified personnel.
- b. The packaging of the PCB capacitors and the associated waste for transportation shall be carried out at the site by using UN certified packaging.
- c. Prior to scheduling dates of the intended operations and prior to commencement of any packaging operations, the Project manager assigned by the Contractor shall visit the site and shall inspect the site for purposes of planning the packaging and transportation operations.
- d. After the site visit performed by the Project manager and prior to commencement of any works at the site, the Contractor shall submit to UNDP a specified work plan and timeline for operations.
- e. This shall also include a plan for envisaged safety measures during packaging operations, including safety measures to avoid spills and containment during packaging operation at the site, and action plan in the event of any possible spillages and contamination.
- f. The Contractor shall arrange for appropriate packing, ensuring that all necessary safety precautions are taken in order to prevent any possible contamination at the sites, as well as measures for potential leakages and/or oil containment in emergency situations. The Contractor shall provide that the packaging operation is carried out by a duly certified company and duly trained employees.
- g. In the event the Contractor would envisage temporary storage at the site after completion of packaging and until the time of transportation, the Contractor shall bear full responsibility for the packed PCB oil during such storage.
- h. In the event the packing operation would be planned with intermissions, during such intermissions the Contractor shall bear full responsibility for safety on site, the Contractor's owned working equipment, as well as PCB waste envisaged for packing and/or packed.
- i. The Contractor shall allow certain number of persons, indicated by UNDP in advance, to observe the packaging and transportation operation. The list of persons would be provided by UNDP to the Contractor in advance. In this event the Contractor shall provide necessary instructions to ensure safety of these persons, including providing the protective clothing as necessary.

B. Obtaining and providing due permits/documents for export, transit, import and transportation. Scheduling the specific dates for packaging and shipping operations

At least one month prior to the packaging operation, and planned shipment of the packed PCB waste for transportation, the Contractor shall submit to UNDP and the Holder of the waste the following information:

- the intended date of the operations
- the contact person in charge of the operations
- number of employees to be involved for each operation
- the intended method for ensuring safety on site

- estimated duration of operations.

The Contractor shall prepare all documentation necessary to obtain the import, transit and export permits and shall submit it to the institutions in charge in order to obtain the needed permits.

In order to facilitate the administrative and logistical issues, the Contractor will act as “Exporter-Notifier” of the waste in concern. For the needs of the Kyrgyz custom clearance procedure, the Contractor shall engage National Electric Grid Company of Kyrgyzstan (NEGK) which will act as the Shipper of the waste. UNDP will not act as a Party in any documents related with the export of the PCB wastes.

The Contractor shall be responsible for obtaining any permits/documentation necessary to carry out the transportation and environmentally safe disposal operation, as required under international regulations and within jurisdiction of the Kyrgyz Republic and the regulations of the country of disposal.

- i) Import permit obtained from the responsible institution of the import country
- ii) Transit permits obtained from the responsible institutions of the transit countries, if any;
- iii) Export permit obtained from the responsible institution of the export country;

The Contractor shall provide the transportation permits issued by the responsible institutions (the PCB waste is to be transported from the owners’ sites to the airport by land and for that kind of transport the Contractor needs to have permit for the transportation of hazardous waste issued by the responsible institution in Kyrgyz Republic, same as for the transportation of the PCB waste from the airport to the disposal facility in the import country.

Upon obtaining of the import, transit and export permits, the Contractor shall submit approved copies to UNDP (the Contractor shall approve the copies). The Contractor shall provide the Financial guarantee requested for the Transboundary Movement of Waste notification procedure in accordance with Basel Convention and EC Directive No. 1013/2006 of the European Council concerning the shipments of waste.

Due to transportation of PCB wastes via air, the Contractor shall investigate possibility of handling import of such kind of shipment by the country of origin and import’s airport.

Upon obtaining the required permits and prior to commencement of withdrawal of the PCB containing equipment and wastes from the temporary storage site, the Offeror shall provide UNDP with copies of such permits (the Contractor shall approve the copies).

C. Transportation

The Contractor shall arrange for safe land transportation of the PCB waste from the PCB owners sites to the airport by respecting the national and ADR/RID provisions for transportation of hazardous goods. The transportation of PCB containing equipment from the PCB owners storage sites one in Cholpon Ata, Issyk-Kul region, 250 km away from Bishkek and another is Kara-Suu, Osh region, 680 km away from Bishkek to disposal plant will be performed by air.

In principle air shipment shall travel by a direct route wherever is possible, without making technical stoppage or refuel in transit countries. The Contractor shall ensure availability of taking off permit from civil aviation authorities in export country and landing permit from import country.

The Contractor shall prepare all transport documents needed for air transportation including:

- Movement document for trans-boundary movements/shipments of waste,
- Customs clearance,
- Air Waybill (AWB),
- Invoice,
- Hazardous waste declaration,
- Packing list,
- Certificate of origin (form A)

The Contractor shall ensure:

- that all potential carriers that are financially sound and known for providing swift, reliable and secure services are invited, payment issue between the Contractor and the Carrier (airline) shall not cause any delay in transportation.
- That there are no restrictions to either the nominated carrier or intended aircraft type to perform shipment of hazardous waste as requested.
- That waste are received and prepared for loading in due time at departure point
- That the carrier has obtained all necessary landing permissions and over flight rights to carry out operation.
- That the hazardous waste can be received at destination with due consideration to airport access, capacity, handling capacity and equipment at destination airport, and the general situation in receiving country.
- That the Carriers selected have not been actively involved in any illegal transportation.

The Contractor shall arrange for, either directly or through a specifically described and licensed sub-contractor, the completion of all Kyrgyz and international regulations including Customs, EC Directive No. 1013/2006 of the European Council concerning the shipments of waste, ADR/RID/IMDG and IATA regulations, the Basel and Stockholm Convention norms for transboundary movement of the PCB wastes from Kyrgyzstan to the destination country including all handling, transportation and disposal according to BAT/BEP standards and including provisions for insurance, as well as coverage of fees for export, transit and/or import permits; possible rental costs for sea containers; possible hazardous waste storage charges, bank guarantees etc.

Provide either directly or through a specifically described and licensed sub-contractor a sufficient number of cargo vehicles of sufficient capacity ratings for international carriage of shipping containers, packing materials, tools and equipment to avoid interruptions in the work performance due to the lack of vehicles and other media. Ensure the necessary cargo insurance during transportation, which shall include environmental liabilities for the transport of PCBs and any emergency situations resulting from inappropriate handling of cargo, inclusive of force major.

The Contractor is to provide either directly or through a specifically described and licensed sub-contractor all transport documents required by the customs legislation of all involved countries. Arrange customs clearance and payment of all duties and taxes, related with export/transit/import to the country of destination of PCB wastes

At least one month prior to the air transportation operation, the Contractor shall contact the PCB owners storage sites represented by the National Electric Grid Company of Kyrgyzstan in order to confirm the transportation date, transportation company (either Offeror or subcontractor as specified in the proposal), estimated length of operation, and shall provide information about the personnel in

charge of the transportation operation (name, contact details, etc.).

Upon withdrawal of the PCB waste for transportation to the disposal site, the Contractor shall submit to UNDP a verification of the withdrawal of the PCB waste, carried out in compliance with legislative requirements and pursuant to conditions stated in respective permits.

Upon delivery of the wastes at the disposal site, the Contractor shall submit to UNDP verification from the disposal site on acceptance of the cargo/shipment of PCB wastes, carried out in compliance with legislative requirements and pursuant to conditions stated in respective permits.

The above indicated documents and/or requested copies, approved by the Contractor, shall be submitted via email and mail to the contact person assigned by the UNDP.

Transport from the PCB owners storage facilities to the destruction facility shall comply fully with applicable EU regulations such as actual ADR, RID, IMDG and IATA regulations, Convention concerning International Carriage by Rail or similar regulation if the receiving country lies outside of Europe.

D. Disposal of the PCB containing equipment

The Contractor is to provide type and full description of a final disposal method (including technology, emission and residue control equipment, compliance with emission/releases standards in a country of disposal, annual capacity for general hazardous waste, and separately for chlorinated PCBs/wastes), full description of intermediate PCB capacitor carcass recycling steps involved, if opted for., and selection of a well-established and licensed partners with long-history of operations in this area, description of the quality systems (and quality control) applied during disposal operations.

The Contractor is to receive and destroy, through an internationally recognized and licensed PCB waste disposal technology, an indicated amount of PCB wastes. The disposal of PCB waste shall be completed within 240 days from the start of the assignment.

The Certificate of disposal confirming disposal of the PCB in compliance with internationally recognized and mandated (for instance, EU serving as a benchmark) emissions standards including official confirmation and stamps of the appropriate Ministry of Environment of the receiving country and pursuant to the requirements of the Council regulation (EEC) No. 259/93 or other similar legislation if equally stringent, and shall be issued to the owners of the PCB, on condition that a copy is provided to UNDP by the Contractor within latest 1 month after disposal of all the waste, however latest 3 month after arrival of the waste in the destruction facility.

The PCB waste will be destroyed by the technology provided by the supplier, to a level that destroys 99.9999 % (DRE) of the original PCB content of processed waste. The transformer carcasses should be either destroyed, or decontaminated and disposed of in an environmentally safe manner. In case of treatment of the transformer carcasses, the PCB concentration of the decontaminated metal parts should be $\leq 10\mu\text{g}/100\text{cm}^2$ and for the porous materials <50 ppm.

Emissions must be within the limits set by international bodies for destruction of POPs chemicals (such as the Basel Convention), or the country hosting the destruction facility, whichever is more stringent. Such details of limits shall be provided in the proposal. The Packaging (UN IBC containers, drums and pallets with associated waste) should be destroyed.

1. Criteria for Selecting the Best Offer

A Combined Scoring Method (using the 70%-30% distribution for technical and financial proposals, respectively) will be used for identification of the most responsive Offeror, where the minimum passing score of technical proposal is 70%.

2. Acceptance of Works

The Offeror should provide an offer covering all services and sub-services indicated in “Scope of work and expected output” part above (A to D). In case only part of the required services is offered, UNDP reserves the right to decide whether the application (Proposal) can be evaluated with other applications (Proposals) that may include complete services. The Offeror should demonstrate sufficient expertise, practical experience and qualified personnel to cover all the above services. The detailed proposal description is given in part C of this document, the evaluation criteria in part E. The specifics of the work to be performed are given in Section3 (Terms of Reference) and Annex I (Technical Specification).

The Offeror may decide to choose to use sub-contractors in the tender. Should sub-contractors be used, complete information should be provided by the Offeror, including a full and clear description of their role and responsibility in this process. All certification and qualification requirements listed in this document are equally applicable to such sub-contractors, and should be attached to the application by the Offeror to enable the review of all relevant documents.

The prospective Offeror shall note that the General Conditions of Contract at Annex II are not negotiable.

- a. **Certificate/approval on withdrawal of the PCB containing equipment and waste from the PCB owners storage sites**, signed by the Offeror or respective subcontractor and the temporary storage site provider, shall be submitted to UNDP.
- b. **Certificate /approval of delivery – acceptance of PCB containing waste** shall be issued by the disposal place identifying the quantity (number of packaging) and weight of the PCB waste accepted. This certificate shall be submitted to the UNDP and shall serve as confirmation for completion of tasks under Paragraph 3./B of these Terms of Reference.
- c. **Certificate/ approval of Disposal** shall be provided to UNDP by the Offeror, confirming safe disposal of the PCB containing waste according to international standards and the regulations of the import country. The Certificate must verify that the PCB Contaminated Wastes were destroyed to the required level of destruction, and that emissions during the destruction process did not exceed the levels set by international bodies or the host country, whichever is more stringent.
- d. **The Certificate of Disposal** shall state the total detail types and weights of the items disposed, providing that a certificate is issued according to the terms under Paragraph 3./C of these Terms of Reference. This certificate shall be submitted to the UNDP and shall serve as confirmation for completion of tasks under Paragraph 3/C of these Terms of Reference.
- e. **Payments** shall be executed by UNDP upon satisfactory completion of works and acceptance of works according to Terms of Reference, and upon receipt of respective invoice by the

Contractor along with the requested confirmation documents. UNDP reserves the option to choose only parts or part of the Offer.

The Offeror shall assume for the preparation of Financial Proposal that payments will be made in the following sequence:

Expected results and payments

Payment Sequence

Payments will be made within 30 days after approval submitted by the Contractor to the UNDP, confirming that the required activities are delivered, and upon receipt of respective invoice.

Table 4: Payment sequence

No.	Results	Amount (optional)
1	Obtaining insurance, license and export/import permits <i>In case the Offeror fails to obtain permits for the proposed route, UNDP maintains the rights to terminate the contract unilaterally.</i>	15%
2	Submission of work plan with detailed air transportation (including possible air carriers, type and capacity of aircrafts, copies of transport documents, loading/unloading procedures, customs clearance of each aircraft) package of notification documentations, H&S plan, risk assessment plan, Environmental Management Plan and Emergency Response Plan.	5%
3	<p>Arrange for, either directly or through a local sub-contractor, the procurement of UN approved packaging for the packing and transportation of the PCB capacitors and the associated wastes, labels, then personal protective equipment, safety equipment, cleaning materials, absorbents, disposables, associated packing and stowing materials (pallets, drip trays, transit bins, wooden boards, slats, airbags)etc and their shipment to Kyrgyzstan; or procurement in Kyrgyzstan.</p> <p>Arrange through a local subcontractor the needed handling and lifting equipment (crane, forklift, scale, etc.).</p> <p>Preparation of the site for the packing and storage activities, accomplish the decommissioning/dismantling and the packing of the PCB containing capacitors into UN approved packaging, including the associated PCB contaminated solid waste, labeling and weighing of the packages using appropriate health and safety equipment.</p>	40%
4	<p>Shipping documents for the transport from the PCB owners storage sites to the point of disposal, including Customs declarations, Basel Convention documents</p> <p>Documentation acknowledging the receipt of the PCB contaminated wastes shipment from the PCB owners storage sites. Documentation shall include acknowledgement of the inventory of the shipment as contained on the shipping documents.</p> <p>Air transportation of PCB wastes from the PCB owners storage sites to the destruction facility</p> <p>Certificate acknowledging the receipt of the PCB contaminated wastes</p>	20%

	shipment from the transport sub-contractor, at the destruction facility. Documentation shall include acknowledgement of the inventory of the shipment as contained on the shipping documents.	
5	Report of the destruction of the PCB contaminated wastes from the destruction facility. Certification that at the time of disposal, the destruction facility was permitted to destroy hazardous wastes.	20%
	Certification that the PCB contaminated wastes were destroyed according to the regulations by the destruction facility duly signed and stamped by the state environmental authority	
	Final report on fulfilled activities	

3. **The above indicated documents** and/or requested copies shall be submitted via email and mail to the contact person assigned by the UNDP.

4. **Insurance, licenses and permits**

- a. The Contractor shall arrange and maintain adequate professional liability insurance as adequate insurance for third party liability risks (covering insurance for identification, analysis, consulting, handling, packaging, transportation and disposal of hazardous wastes).
- b. The Contractor shall arrange financial insurance in case of returning the shipment back.
- c. The Contractor undertakes the responsibility in obtaining, all necessary import-export-transit permits, certificates, insurances, licenses and guarantees and any other obligatory documents/expenses related to the due performance of the Works in the Kyrgyz Republic, all transit countries and country of destination (i.e. country where disposal site is located).

5. **Taxes and duties**

The Contractor shall be responsible for payment of all taxes and duties payable by the Contractor in connection with performance of the Works under this Contract.

For information regarding tax exemption please refer to clause 18 of General Conditions of Contract for Services (Section 10 of the present RFP).

6. **Duration of the Work**

The contract is expected to commence on October 20, 2014 and be effective till June 20, 2015 (8 months).

7. **Deliverables**

The Deliverables shall be submitted in electronic format (MS Word, and Pdf versions) and by courier to the designated officer at the UNDP, who will forward the deliverables to the designated representatives of the Ministry of Energy and Industry of Kyrgyz Republic. The address for delivery to the UNDP is:

UNDP PMU Office
101/1 Manas Avenue, Bishkek, Kyrgyzstan
Phone: +996-312-694392 ext.162
Kumar Kylychev, Mr.
UNDP Environment and Energy Dimension Chief
E-mail: kumar.kylychev@undp.org
With copy to:
Saltanat Asan, Ms.
Project Coordinator
UNDP PCB Project
E-mail: saltanat.asan@undp.org

8. Inputs

For this assignment, the National Electric Grid Company, UNDP/Ministry of Energy and Industry of Kyrgyz Republic and other Government partners will provide support for the resolution of questions arising with respect to the contract.

9. Reporting

The Contractor shall report to the Project Manager on behalf of UNDP, Ministry of Energy, and the Project board.

10. Language

The language of subcontract reporting and communication shall be English. All deliverables shall be in English language.

Therefore, excellent English communication skills (oral, written, and presentation) are essential. Knowledge of Russian will be an advantage.

Technical Specification

The following PCB contaminated wastes shall be disposed:

PCB capacitors approximately 34 tons of PCB containing capacitors. The specification of the PCB capacitors is given in the table below

Associated PCB The quantities are to be defined after finishing the packing contaminated solid waste: activities, but it is not expected to be significant

Table 5: Specification of the PCB containing capacitors

No	Name of the owner and location	Type of capacitor	Quantity	Weight of capacitor, kg	Size (length, width, height), mm	Total weight, kg	PCB concentration
			BSK 1/BSK2				
1	Cholpon Ata	Both BSK 1 and BSK 2	340	60	790*430*640	20,400	Pure PCB
2	Kara-Suu	Both BSK 1 and BSK 2	231	57	790*430*640	13,167	Pure PCB
	Total		571			33,567	

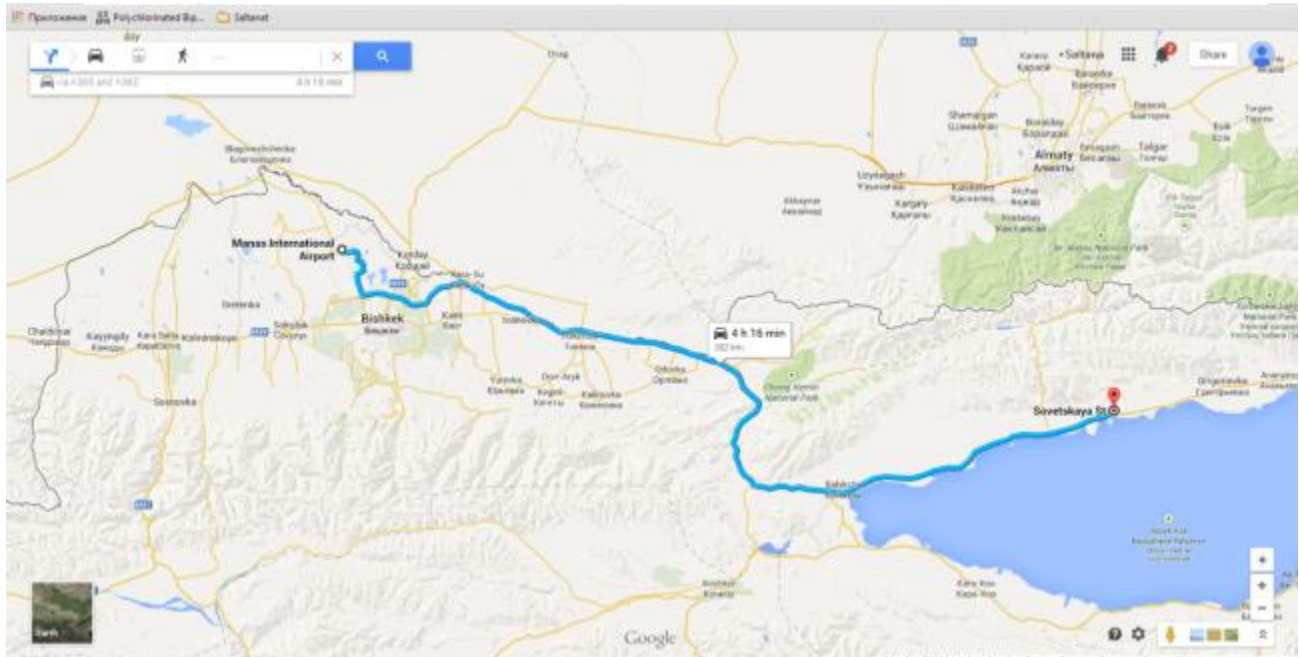
The capacitors are located at two locations, i.e. in Cholpon-Ata 250 km far from Bishkek and Kara-Suu 680 km away from Bishkek. It should be taken into account that land transportation will be required to the nearest suitable airport.

The below map presents the sites and the total amount of PCB waste to be collected within this tender.

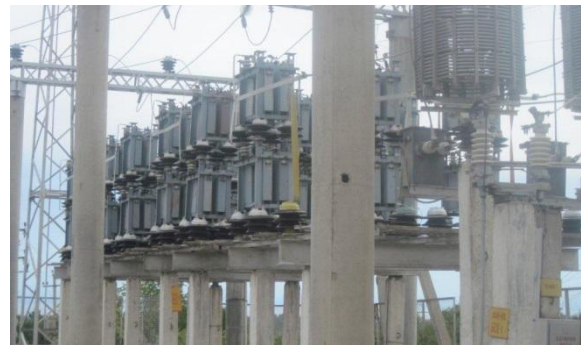
Cholpon Ata Grid:

Cholpon-Ata Grid is located 250 km far from Bishkek (see the map below) with no airport facility in the location (nearest airport is located in Bishkek).

Google: [42.658538, 77.100646](#)



It has 340 PCB capacitors out of which 335 are in service and 5 are phased-out, and from these 5 capacitors 2 are dismantled and the rest are connected in a block.

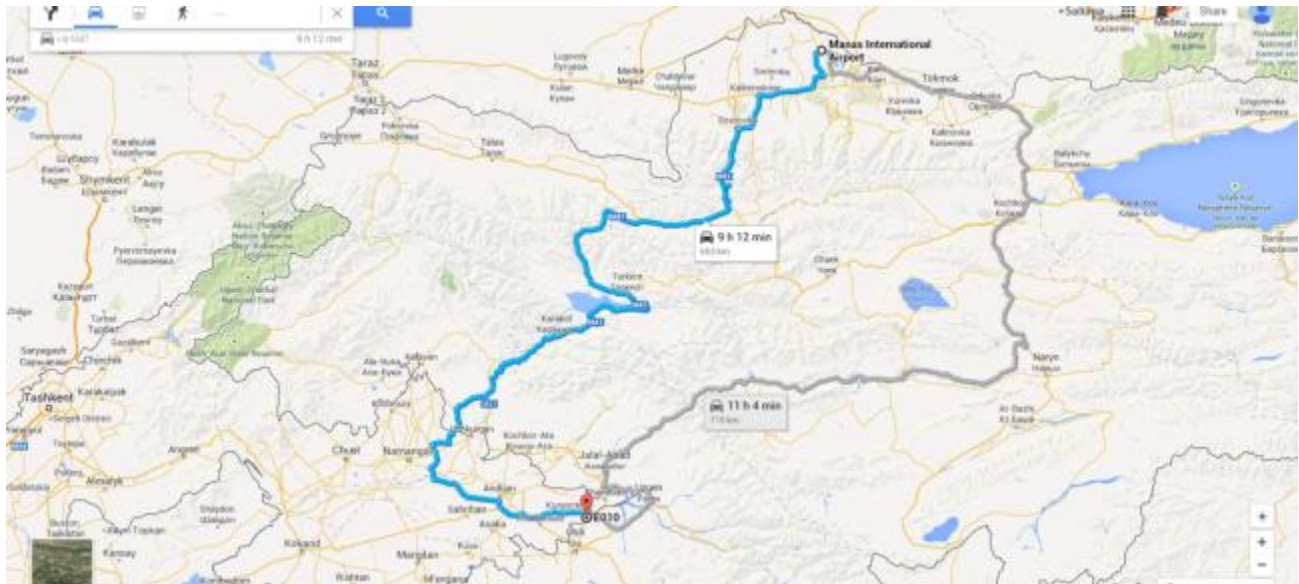


Kara Suu Grid:

Kara Suu Grid is located 680 km far from Bishkek (see the map below), nearest airport is located within 24 km (Osh).

Google: [40.702997, 72.876337](https://www.google.com/maps/place/40.702997,72.876337)

Altitude: 748 m



It has 231 PCB capacitors out of which 213 are in full service and 18 are phased-out; and from these 18 capacitors 3 are dismantled, and the rest are connected in blocks.



Section 4: Proposal Submission Form⁶

__/__/2014

To: **Ms. Jyldyz Moldokulova, UNDP National PMU Manager**

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for the final disposal of PCB contaminated waste from the Kyrgyz Republic in accordance with your Request for Proposal No PMU 14/059 dated 8/22/2014 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under in separate envelopes.

We hereby declare that:

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

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 120 days since Submission date.

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

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

⁶No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Name of Firm: _____

Contact Details : _____

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

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

Proposer Information Form⁷Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: No PMU 14/059

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁷The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)⁸

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original]</i>		

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

documents]

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2 Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3 Track Record and Experiences: Provide the following information regarding corporate experience within the last ten (10) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

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SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

2.1 General work plan: Please describe the overall project work plan and time schedule, providing an organizational chart to indicate supervision and control mechanisms, including risk management. This shall include the approximate timing of the major steps in the transportation and disposal operation. This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

2.2 Subcontractors involved: if several, please indicate each subcontractor and its respective task, route, experience, key staff, reference list, insurance, PCB handling permits, clearly describe roles and responsibilities of transport companies; related waste handling permits; transport insurances; contractual obligations with the Offeror etc.

2.3 List of necessary health and safety equipment: please provide detailed list of list of necessary health and safety equipment, as well as required types and numbers of UN certified packaging, adsorbents and other required materials for each site separately.

2.4 Packing Plan: please provide details of the decommissioning/dismantling and the packing of the PCB containing capacitors and the associated waste with the detailed explanation on the decommissioning/dismantling and the packing procedure, site preparation, needed tools and equipment, labeling, safety and precautionary measures, emergency actions and clean up.

2.5 Internal transportation of PCBs: describe supervision, contractual obligations, insurance and quality assurance arrangements with regard to overseeing sub-contractor responsible for transport of PCB wastes from PCB owners sites to airport (risks and safety precautions, details provided on roles and responsibilities pertaining to pilot transfer from one site).

2.6 Air transportation of hazardous wastes: please describe involved subcontractors, type of aircraft and its capacity to take required amount of wastes also provide explanation on obtaining each transport document and all required permits for PCB transportation and outlining clearly the method of implementation of air transportation including loading/unloading process, customs clearance. Describe the loading process at central storage and airport.

2.7 Permits for export and transportation: please provide information of required permits and licenses, including estimated timeline for obtaining such permits as well as information of required guarantees and insurances required for transboundary movement of wastes and accidents. Please propose methods for obtaining all the required authorizations for the transboundary transfer of hazardous wastes. Draft versions or samples of filled notifications and other necessary transport

documents.

2.8 Guarantees and insurances: Please provide financial guarantees for the export permit and professional liability insurance as adequate insurance for third party liability risks (covering insurance for identification, analysis, consulting, handling, transportation of hazardous wastes), and financial insurance in case of returning the shipment back

2.9 Technical description of the proposed disposal process: Please describe clearly and understandable (disposal process meets BAT/BEP standards), Pre-treatment of waste, Reuse and/or disposal of possible residues

2.10 Risk analysis: Please provide description and documentation of proposed safety measures, Appropriate risk analysis (taking all kinds of risks – operational, logistic, environmental, financial – into consideration).

SECTION 3: PERSONNEL

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

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

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

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Financial Proposal Form⁹

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

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

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

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

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

A. Cost Breakdown per Deliverables*

No.	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Obtaining insurance, license and export/import permits <i>In case the Offeror fails to obtain permits for the proposed route, UNDP maintains the rights to terminate the contract unilaterally.</i>	15%	
2	Submission of work plan with detailed air transportation (possible air carriers, type and capacity of aircrafts, copies of transport documents, loading/unloading procedures, customs clearance of each aircraft) package of notification documentations, H&S plan, risk assessment plan, Environmental Management Plan and Emergency Response Plan. Performance security.	5%	
3	Arrangement, either directly or through a local sub-contractor, procurement and delivery of the appropriate UN approved packaging for packing and transportation of the PCB capacitors and the associated wastes, labels, personal protective equipment, safety equipment, cleaning materials, absorbents, disposables, associated packing and stowing materials (pallets, drip trays, transit bins, wooden boards, slats, airbags)etc and their shipment to Kyrgyzstan; or procurement in Kyrgyzstan.	40%	

⁹No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

	Preparation of the site for the packing and storage activities, accomplish the decommissioning/dismantling and the packing of the PCB containing capacitors into UN approved packaging, including the associated PCB contaminated solid waste, labeling and weighing of the packages using appropriate health and safety equipment.		
4	Shipping documents for the transport from the PCB owners storage sites to the point of disposal, including Customs declarations, Basel Convention documents	20%	
	Documentation acknowledging the receipt of the PCB contaminated wastes shipment from the PCB owners storage sites. Documentation shall include acknowledgement of the inventory of the shipment as contained on the shipping documents.		
	Air transportation of PCB wastes from the PCB owners storage sites to the destruction facility		
	Certificate acknowledging the receipt of the PCB contaminated wastes shipment from the transport sub-contractor, at the destruction facility. Documentation shall include acknowledgement of the inventory of the shipment as contained on the shipping documents.		
5	Report of the destruction of the PCB contaminated wastes from the destruction facility. Certification that at the time of disposal, the destruction facility was permitted to destroy hazardous wastes.	20%	
	Certification that the PCB contaminated wastes were destroyed according to the regulations by the destruction facility duly signed and stamped by the state environmental authority		
	Final report on fulfilled activities		
	Total	100%	USD

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

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

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				

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

Section 8: Contract for Professional Services

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL
TERMS AND CONDITIONS IS MANDATORY.**

**[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND
THE GENERAL TERMS AND CONDITIONS]**

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

| Name Specialization Nationality Period of service

....

....

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../../....
.....	../../....
Final report	../../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

- 3.5 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the

Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute,

controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses

the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
