



## **REQUEST FOR PROPOSALS**

**Reference No.: UNDP-TUR-RFP-PROJ(DEM)-2015/08**

**Provision of Certification and Quality Control Services for Mine Clearance Services of Border Minefields on the Eastern Borders of Turkey.**

**Project Title: Socioeconomic Development through Demining and Increasing the Border Surveillance Capacity at the Eastern Borders of Turkey  
Republic of Turkey**



**United Nations Development Programme  
November, 2015**

## **Section 1. Letter of Invitation**

**Ankara**

**26 November**

**Subject: Provision of Certification and Quality Assurance/Quality Control services for mine clearance services of border minefields on the Eastern border of Turkey**

**Ref: UNDP-TUR-RFP-PROJ(DEM)-2015/08**

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.

It is not permissible to transfer this invitation to any other entity/firm/company.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet and Evaluation Tables)
- Section 3 – Statement of Requirements (SOR)
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security
- Section 9 – Form for Performance Security
- Section 10–Forms
- Section 11- (Example) Contract for Professional Services
- Section 12- UNDP General Conditions of Contract for Services

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:

**United Nations Development Programme  
UN House, Birlik Mah. Katar. Cad.  
No. 11, Çankaya  
Ankara, Turkey  
Ref No: UNDP-TUR-RFP-PROJ(DEM)-2015/08**

The Acknowledgement Letter should indicate if you will submit a proposal. The letter should be received by UNDP no later than **30 November 2015, 17:30hrs, Turkish time**. If your company does not plan presenting a proposal, UNDP would appreciate your indicating the reason in writing, for our records.

Should you require further clarifications, kindly communicate to the contact address 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,



Matilda Dimovska

Deputy Resident Representative, UNDP

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

### 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.
- 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.

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

- n) “*Statement of Requirements*” (SOR) 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](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](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 Technical Proposal (see prescribed form in RFP Section 6);
- 9.3 Financial Proposal (see prescribed form in RFP Section 7);
- 9.4 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.5 Any attachments and/or appendices to the Proposal.

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

- 10.1 A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than 3 days prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Proposer that has received the Solicitation Documents.
- 10.2 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.

- 10.3 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, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Project Plan -Implementation and Approach – this section should demonstrate the Proposer's response to the Statement of Requirements (SOR) 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 SOR.

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 Statement of Requirements (SOR) 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 SOR, 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:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 60\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 40\%}) \end{aligned}$$

<b>Total Combined and Final Rating of the Proposal</b>
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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, SOR 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 exceed 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 9.

### **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.

DS No. <sup>2</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	<b>Socioeconomic Development through Demining and Increasing the Border Surveillance Capacity at the Eastern Borders of Turkey</b>
2		Title of Services/Work:	<b>Provision of ‘Certification and Quality Assurance and Quality Control services for mine clearance services of border minefields on the Eastern border of Turkey’</b>
3		Country / Region of Work Location:	<b>Republic of Turkey</b>  <b>Certification and Quality Control (QA/QC) services for demining of 223 known minefields that have records, 2 unrecorded and 3 suspected ‘dummy’ minefields on the Armenian, Azerbaijan &amp; Iranian borders with Turkey in the provinces of Ardahan, Kars, Igdir, Agri &amp; Van.</b>
4	C.13	Language of the Proposal:	<b>English</b>
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the SOR	<b>The Proposers must submit one proposal for the required services to cover all the three tendered lots for mine clearance.</b>  <b>Partial or incomplete Proposals will be rejected.</b>  <b>Proposers shall submit a separate technical proposal and a separate financial proposal.</b>
6	C.20	Conditions for Submitting Alternative Proposals	<b>Shall not be considered</b>
7	C.22	Site Visit on:	<b>N/A</b>

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

8	C.21	Period of Proposal Validity	<b>120 days commencing on the closing date for submission of Proposals as stated in DS No. 21.</b>
9	B.9.5 C.15.4 b)	Proposal Security	<p><b>Required.</b></p> <p><b>Proposal security for \$60,000 shall be submitted, as per the template provided in Section 8.</b></p> <p><b>Proposals submitted without Proposal Security shall be rejected.</b></p>
10	B.9.5	Acceptable forms of Proposal Security	<p><b>Bank Guarantee (See Section 8 for template)</b></p> <p><b><i>Note: Surety bonds or other instruments issued by other Financial Institutions unacceptable.</i></b></p>
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<p><b>Proposal security shall be valid for 30 days after the final date of proposal validity; specifically 150 days (120+30) from the last day of Proposal submission.</b></p> <p><b>Proposal Security of unsuccessful Proposers will be returned upon the signature of the contract with the successful Proposer.</b></p>
12		Advanced Payment upon signing of contract	<b>N/A</b>
13		Liquidated Damages	<p><b>Will be imposed under the following conditions:</b></p> <p><b>Percentage of total contract price per day of delay : 0.2 %</b></p> <p><b>Max. no. of days of delay : 30</b></p> <p><b>After which UNDP may terminate the contract.</b></p>
14	F.37	Performance Security	<p><b>Required</b></p> <p><b>Amount : 10% of the total contract value</b></p> <p><b>Performance security shall be submitted as per the RFP (See Section 9 for template).</b></p> <p><b>This performance security shall be returned to the service provider upon issuance of all handover certification (for all three lots).</b></p>
15	C.17, C.17 b)	Currency of Proposal	<b>United States Dollars (US\$)</b>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	<b>10 (ten) days before the deadline for submission of proposals.</b>

17	B.10.1	Contact Details for submitting clarifications/questions <sup>3</sup>	<b>Address: United Nations Development Programme Birlik Mah. Katar Cad. No: 11, 06610, Cankaya, Ankara, Turkey</b>  <b>Fax: + 90 312 496 1463</b>  <b>E-mail: mine.action.tr@undp.org</b>									
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<b>Announcement on the following web sites:</b> <b>1) tr.undp.org</b> <b>2)<a href="http://www.un.org.tr">www.un.org.tr</a></b> <b>3)<a href="http://www.unqm.org">www.unqm.org</a></b> <b>4)<a href="http://www.devbusiness.com">www.devbusiness.com</a></b> <b>5)www.undp.org</b>									
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<b>The Proposers shall submit a separate technical proposal and a separate financial proposal.</b>  <b>The number of originals and copies shall be as follows:</b> <table><tr><td></td><td><b>ORIGINAL</b></td><td><b>COPY</b></td></tr><tr><td></td><td><b>1(one) hard + 1(one) soft copies of technical proposal</b></td><td><b>3(three) hard + 1(one) soft copies of technical proposal</b></td></tr><tr><td></td><td><b>1(one) hard + 1(one) soft copies of financial proposal</b></td><td><b>3(three) hard + 1(one) soft copies of financial proposal</b></td></tr></table>  <b>* All electronic files for the technical proposal must be in PDF format. Whereas, all electronic files for financial proposal shall be in Excel format. Adobe Acrobat software and book-marking function should be used in order to identify all of the attachments and exhibits contained within the file.</b> <b>* Any security features in the PDF document must be disabled. CD/DVD must be clearly labelled with the Proposer Name.</b> <b>* In case of a discrepancy between hard and soft copies of the technical or financial proposals, original hard copies shall prevail.</b>		<b>ORIGINAL</b>	<b>COPY</b>		<b>1(one) hard + 1(one) soft copies of technical proposal</b>	<b>3(three) hard + 1(one) soft copies of technical proposal</b>		<b>1(one) hard + 1(one) soft copies of financial proposal</b>	<b>3(three) hard + 1(one) soft copies of financial proposal</b>
	<b>ORIGINAL</b>	<b>COPY</b>										
	<b>1(one) hard + 1(one) soft copies of technical proposal</b>	<b>3(three) hard + 1(one) soft copies of technical proposal</b>										
	<b>1(one) hard + 1(one) soft copies of financial proposal</b>	<b>3(three) hard + 1(one) soft copies of financial proposal</b>										

<sup>3</sup> 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.

20	D.23.1 D.23.2 D.24	Proposal Submission (Physical delivery) Address	<b>United Nations Development Programme Birlik Mah. Katar Cad. No: 11, 06610, Cankaya, Ankara, Turkey</b>
21	C.21 D.24	Deadline for Physical Delivery of the Proposals to UN House in Ankara	<p><b>Date and Time :</b> <b>14 December 2015, 12:30pm , Turkey time</b></p> <p><b>The proposers shall make all arrangements and controls to ensure that their proposals are physically delivered to UN House, address of which is given in this RFP by the stated deadline.</b></p> <p><b>The proposers are free to make arrangements either for physical dispatch of their proposal or through courier companies, at their own risk. UNDP shall not be responsible for any late physical delivery of the proposals to UN House due to potential delays in courier companies, working/non-working days, official holidays, strikes, etc. Physical dispatch of the proposals to UN House is possible as there is a 7days/24hrs working security desk that will issue delivery receipts.</b></p> <p><b>Late proposals shall be rejected and returned unopened.</b></p>
22	D.23.2	Allowable Manner of Submitting Proposals	<b>Courier/Hand Delivery</b>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<b>N/A</b>
24	D.23.1	Date and venue for opening of Proposals	<p><b>Date: December 2015</b></p> <p><b>Venue : United Nations Development Programme, Birlik Mah. Katar Cad. No: 11, 06610, Cankaya, Ankara, Turkey</b></p>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p><b>The Evaluation shall be made on the basis of the following, as detailed in Section-2 of this RFP:</b></p> <p><b>1. Meeting all PASS/FAIL CRITERIA and SUBCRITERIA given in Section-2.</b></p> <p><b>2. Combined Scoring Method for the Offerors who have met all PASS/FAIL CRITERIA and SUBCRITERIA, using the 60%-40% distribution for technical and financial proposals, respectively.</b></p>

			<p>For an offeror to be determined as ‘technically qualified’, that offeror should secure at least 70% of total maximum attainable technical score.</p> <p>At the end of the above described evaluation process, the successful proposers shall be identified and ranked according to their combined scores (technical + financial).</p>
<p><b>Proposers obtained Technical points below minimum 70% (700 points) of the total points (1000) shall be considered Technically unqualified.</b> The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposers unopened.</p> <p><b>The overall evaluation score will be a combination of the technical score and the financial offer.</b></p>			
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<p><b>-Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer, received within 6 months before the deadline for submission of proposals.</b></p> <p><b>- Certified copy, notarized in the previous 6 months, of Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation,</b></p> <p><b>-Official Letter of Appointment as local representative, if Proposer is submitting a Bid in behalf of an entity located outside the country, issued in the 6 months prior to the deadline for submission.</b></p>
27		Documents that shall be	

		submitted to Establish Eligibility	Forms	Part I: Pass/ Fail Eligibility Criteria
			Form 0: Proposal Security Form (Section 8)	PF0
			Form 1: Proposer Information Sheet	PF 1 PF2
			Form 2: Litigation History	N/A
			Form 3: Statement of Declaration of Eligibility for Tendering Processes	PF1 PF2
			Form 4: Similar Demining Certification, QA/QC Services for Demining	PF3
			<p>The proposers shall submit the 'Proposal Security' and below listed documents in order to prove that they are able to meet all 5 PASS/FAIL Criteria.</p>	

			<table><tr><td>Experience</td><td></td></tr><tr><td>Form 5: Average Annual Works Supervision Turnover (Demining, Construction, Civil Works, defense Industry) over the past 3 years</td><td>PF4</td></tr><tr><td>Form 6: Declaration of Financial Status</td><td>N/A</td></tr></table>	Experience		Form 5: Average Annual Works Supervision Turnover (Demining, Construction, Civil Works, defense Industry) over the past 3 years	PF4	Form 6: Declaration of Financial Status	N/A
Experience									
Form 5: Average Annual Works Supervision Turnover (Demining, Construction, Civil Works, defense Industry) over the past 3 years	PF4								
Form 6: Declaration of Financial Status	N/A								
28	C.15	Structure of the Technical Proposal	Please refer to Section- 6 Technical Proposal Form for additional details						
29	C.15.2	Earliest Expected date for signing of contract; earliest expected date for commencement of mobilisation	Signing of Contract: 15 January 2016 Commencement of mobilisation: 15 February 2016						
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	22.5 months						
31		UNDP will award the contract to:	One Proposer only						
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>The proposers shall be first subjected to PASS/FAIL evaluation through 5 P/F criteria (PF0 through PF4).</p> <p>The technical proposals of the proposers who satisfy all Pass/Fail criteria will be opened and evaluated as per the technical evaluation criteria stipulated in ‘Technical Evaluation Tables’ below.</p>						
33	E.29.4	Post-Qualification Actions	<p>-Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted;</p> <p>-Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;</p>						



			<p>-Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p>-Physical inspection of the Proposer's branches or other places where business transpires, with or without notice to the bidder.</p>
34		Conditions for Determining Contract Effectivity	<p>The contract shall become effective upon submission of the Performance Security as per Section 9 and insurance policies defined in Item 39 of Data Sheet as well as the Insurance Policies referred to in EBMCS by the contractor(s) to UNDP and signature of the contract by both parties.</p>
35		Payment method	<p>UNDP shall effect payments to the service provider through "Monthly Progress Payments" at the end of each month based on the number of actual days invested by each of the staff for which a daily rate is quoted in the price schedule.</p> <p>The Monthly Progress Payments shall be accompanied by the Task Completion Reports which will include the quantity and location of the cleared and certified minefields. The Monthly Progress Payments shall be prepared by the service provider; co-signed by UNDP TAT and shall be approved by UNDP.</p> <p>Payments shall be effected upon acceptance and approval of the monthly progress payment certificates and associated invoices by UNDP.</p> <p>The payments shall be effected in TL through conversion of USD invoice amount to TL by effective UN official exchange rate valid on the date of money transfer, if the contractor is established and operating in Turkey. Otherwise, the payments shall be effected in USD.</p> <p>The service provider shall receive in advance approval of UNDP for its quarterly workforce plan to account for non-working or reduced working periods in line with the overall work plan(s) of mine clearance contractors and other exigencies of UNDP for provision of QA/QC services before each quarter.</p> <p>The QA/QC service Provider shall prepare the 'Quarterly Workforce Plan' in a way that will show the number of man/days to be invested by each key personnel in its proposal. The Workplan shall also</p>

			<p>be in line with the workplans of the Mine Clearance Contractor(s) and will enable timely completion of services without need for any additional workforce from the QA/QC Service Provider's side.</p> <p>No additional payment shall be made to the QA/QC Service Provider due to use of additional workforce during performance of services, which was not included in the Quarterly Workplan approved by UNDP.</p> <p>The QA/QC service Provider shall make its Overall Workforce Plan efficiently to make sure that the certification of the cleared land could be accomplished within the total Financial Proposal amount. The QA/QC service Provider will not be paid any amount in excess of the total contract amount, unless formally instructed by UNDP within the legal framework of an amendment.</p>
36		Sealing and Marking of Proposals	<p>In line with Section D: Submission and Opening of Proposals of Instructions to Proposers, the Proposers shall submit their Proposals as follows:</p> <p><b><u>Inner Envelope-1: PASS/FAIL Envelope</u></b> The Proposers shall insert into 'Inner Envelope-1', all documentation and information required in Section 2 for five PASS/FAIL Criteria and 'Proposal Security' prepared as stipulated in the RFP.</p> <p><b><u>Inner Envelope-2: Technical Proposal Envelope:</u></b> The Proposers shall insert into 'Inner Envelope-2', their 'Technical Proposal' and all other related documentation/information.</p> <p><b><u>Inner Envelope-3: Financial Proposal Envelope:</u></b> The Proposers shall insert into 'Inner Envelope-3', their 'Financial Proposal', 'Human Resources Schedule' and 'Human Resources Schedule Summary'.</p> <p><b><u>Outer Envelope:</u></b> 'Inner Envelope-1', 'Inner Envelope-2' and 'Inner Envelope-3' shall be put into an 'Outer Envelope'.</p> <p>The outer envelope shall bear the below information on it:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>FROM: Proposer's Name and Address</b>  <b>TO: United Nations Development Programme</b>  <b>Birlik Mah. Katar. Cad. No: 11, 06610,</b>  <b>Cankaya, Ankara, Turkey</b></p> </div>

			<div style="border: 1px solid black; padding: 5px;"> <p><b>REF: UNDP-TUR-RFP-PROJ(DEM)-2015/08</b>  <b>SUB: Provision of Certification, QA/QC services for mine clearance services of Border Minefields on the Eastern Borders of Turkey</b></p> <p><b>Deadline for 14 December</b>  <b>Submission of 2015,12:30pm, Turkey time</b>  <b>RfP:</b></p> <p style="text-align: center;"><b>DO NOT OPEN BEFORE OPENING DATE AND TIME!</b></p> </div> <p><b>All Inner Envelopes should be clearly marked.</b></p> <p><b>In case a proposer cannot satisfy all 5 PASS/FAIL criteria, Envelopes 2 and 3 will be returned to that proposer unopened.</b></p>
37		<b>Joint Ventures/ Consortiums:</b>	<p><b>a)To maximize competition and to ensure that all eligible and qualified suppliers can participate in the procurement process, the proposers are allowed to form Consortium or Joint Ventures either in Turkey or abroad to enhance their qualifications as needed for certification/quality control contract.</b></p> <p><b>b)If the Proposer is a group of legal entities that will form or have formed a joint venture or consortium at the time of the submission of the proposal, they will be asked to confirm in their proposal that :</b></p> <ul style="list-style-type: none"> <li>- <b>they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture / consortium 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</b></li> <li>- <b>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 / consortium.</b></li> </ul> <p><b>c)After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture / consortium shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of</b></p>

			<p>the joint venture / consortium can submit another proposal:</p> <ul style="list-style-type: none"> <li>- Either in its own capacity; or</li> <li>- As a lead entity or a member entity for another joint venture / consortium submitting another Proposal.</li> </ul> <p>d)The Lead Entity shall be that party which is best able to demonstrate the necessary demining expertise and experience as stipulated in the P/F criteria and ensure that all work subject of this RFP is completed in strict compliance with IMAS. The methodology to be applied by the Proposer in IMAS compliance context shall be sought and evaluated during this RFP stage.</p> <p>e)Nature of the joint venture / consortium, as well as the added value to be provided by each member entity for purposes of performance of QA/QC services subject of this RFP, shall be further elaborated by the Proposers in their proposals. UNDP shall include this aspect in the evaluation criteria in the RFP.</p> <p>f)The description of the organization of the joint venture/consortium shall clearly define the QA/QC experience as well as the expected role of each of the entity in the joint venture/consortium in delivering the requirements of the RFP, both in the Proposal and the Joint Venture / Consortium Agreement. All entities that comprise the joint venture/consortium shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>g) One of the members of the JV firm /Consortium shall be the lead entity of the JV / Consortium who shall have a majority (at least 50%) share of interest in the JV/Consortium. The other members shall have a share of not less than 20%. None of the Joint Venture or Consortium members can be a real person. In order to be eligible for JV/ Consortium, the Lead Entity and other members shall meet the pass/fail criteria as stipulated in Annex III.</p> <p>h)Where a joint venture/consortium is presenting its track record and experience in a similar undertaking as those required in the Request for Proposal (RFP), it shall present such information in the following manner:</p> <ul style="list-style-type: none"> <li>-Those that were undertaken together by the joint venture / consortium; and</li> </ul>
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			<p>-Those that were undertaken by the individual entities of the joint venture/consortium expected to be involved in the performance of the requirements defined in the RFP.</p> <p>i)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/consortium or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>J)If the proposal of a joint venture 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, who shall sign the contract for and on behalf of all the member entities.</p>
38		Documents Establishing the Eligibility and Qualifications of the Proposer	<p>Proposers whose participation in tenders is temporarily or permanently prohibited as per the restrictions set forth by Turkish Public Procurement Authority and other Turkish public authorities in accordance with relevant laws including the Governmental Decree numbered 2009/14973 and dated 20.04.2009 and the Provisions of Laws no 2886, 4734, 4735, 3238 and other regulations, as well as persons convicted of crimes in the scope of the Law for the Fight against Terrorism no. 3713 or of organized crimes or convicted to bribe to officials in his country or in foreign country, are not eligible to apply to this RfP.</p> <p>The Proposers shall submit as part of their proposals, the documents listed in Item 27 of this Data Sheet.</p>
39		Insurance	<p>The QA/QC service provide proof of insurance as follows follows:</p> <p><u>1-Personal accident.</u> (Refer to EBMCS); Minimum amount \$100,000 USD.</p> <p><u>2- Medical.</u> Sufficient to pay for all medical costs in Turkey or elsewhere, to include the cost of air transport to an appropriate medical facility and repatriations to the employee's country of origin if required.</p>

			<p><b>3-Public Liability Insurance:</b> (Refer to Clause 8 of UNDP General Conditions of Contract for Services) To cover the proposer in the event that they are sued by a third party who feels that they have suffered a loss as a result of that company's negligence (lack of care). Minimum level of cover US\$2 million for any single occurrence.</p>
40		<b>Tax Exemption</b>	<p>UN and its subsidiary organs are exempt from all taxes. Therefore Offerors shall prepare their Financial Proposals, excluding VAT.</p> <p>It is the Offerors' responsibility to learn from relevant authorities (Ministry of Finance of Turkey) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués.</p>
41		Request for Extension of Deadline	<p>Proposers may request an extension for submission of proposals at least 10 (ten) days prior to the submission deadline.</p>
42		Social Security and Tax Related Requirements	<p>The proposers shall comply with the social security, registration, tax and other requirements mandated by relevant local laws and regulations vis a vis deployment of their local and international labor force and other services providers/subcontractors.</p> <p>The proposers are responsible to explore all these laws and regulations through relevant Turkish Authorities/Ministries prior to preparation of their proposals and prepare their technical/financial proposals accordingly.</p>
43		<b>Order of Precedence of Documents</b>	<p>The proposers shall 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:</p> <ul style="list-style-type: none"> <li>a) The RFP document,</li> <li>b) The Statement of Requirements</li> <li>c) Eastern Border Mine Clearance Standards (EBMCS)</li> </ul>
44		<b>D&amp; B Rating</b>	<p>UNDP reserves the right to secure/request independent Financial Rating/Statements such as D&amp;B rating as needed/required from the proposers.</p>
45		<b>Eligibility for Submission of Proposal</b>	<p>In order to avoid potential conflicts of interest, Offerors that have presented offers for RFP</p>

			(Demining) are precluded from participating in this bidding exercise.
46		<b>Pre-proposal conference</b>	<b>Subject to a confirmation to bid, proposers will be invited to join for a pre-proposal conference on 03 December 2015 at 4:30pm, Ankara time, via electronic means.</b>

**EVALUATION TABLES**  
**PASS/FAIL ELIGIBILITY TABLES**

**Proposers shall meet all five pass/fail criteria (PF0 through PF4) in order to be considered for further evaluation. . If a proposer does not meet any one of the pass/fail criteria as stipulated in below table, it does not need to proceed with completion of proposal**

No	Subject	Requirement	Single Entity	Joint Venture /Consortium			Document to be submitted
				All Combined (for JV)	Lead Entity (for Consortium)	Other Partner(s) (for Consortium)	
PF0	Proposal Security	Submission of a Proposal Security at at 3% of the financial proposal.	Must meet requirement	Must meet Requirement	Collectively must meet requirement.  1-The Lead Entity must provide at least an amount, proportionate with its share in the JV/Consortium.  2-The Lead Entity can also provide the total requirement beyond its proportionate share to cover other JV/Consortium partners.		Proposal Security at 3% of the financial proposal.
PF1	Conflict of Interest/ Eligibility to apply	Submission of Form 1 and Form 3	Must meet requirement	Must meet Requirement	Must meet Requirement	Must meet Requirement	Form 1: Proposer Information Sheet Form 3: Statement of Declaration for Eligibility in Tendering Processes
PF2	Legal Status	Submission of Form 1 and Form 3 to prove that the proposer is a legally established single entity'	Must meet Requirement	Must meet Requirement	Must meet Requirement	Must meet Requirement	Form 1: Proposer Information Sheet Form 3: Statement of Declaration for Eligibility in Tendering Processes



NO	SUBJECT	REQUIREMENT	SINGLE ENTITY	JOINT VENTURE/CONSORTIUM				DOCUMENT TO BE SUBMITTED
				All Combined (for JV)	Option	Lead Entity (for Consortium)	Other Partner(s) (for Consortium)	
PF3	Similar experience on Demining Certification, QA/QC services for demining	<p>Evidence of having at least 3 completed or ongoing contracts during the last 5 (five) years (2010,2011,2012,2013,2014) in Demining Certification, QA/QC services for demining where the Demining Certification, QA/QC for demining service costs were not less than 1 (one) mil USD in total.</p> <p>One of the contracts referred to must be completed. For the ongoing contracts, the financial volume of the completed portion will be evidenced with documentation and this volume will be considered for 1 MUSD threshold.</p> <p>Certification for Demining QA/QC services or declaration from Mine Action Customer/Authority provided.</p>	Must meet 100% of the Requirement	Must meet 100% of the Requirement	1	Meets 100% of the requirement alone	No requirement	<p>Original or notarized Copies of Contracts or declaration from mine action customer/authority evidencing the existence of contract, provided.</p> <p>Please use Form 4: Similar Demining Certification, QA/QC services for demining</p>
					2	Meets equal to or more than 50% and less than 100% of the requirement	Collectively meets the remaining requirement at least at an amount that adds up to 100% with the Lead Entity together.	

NO	SUBJECT	REQUIREMENT	SINGLE ENTITY	JOINT VENTURE /CONSORTIUM				DOCUMENT TO BE SUBMITTED
				All Combined (for JV)	Option	Lead Entity (for Consortium)	Other Partner(s) (for Consortium)	
PF4	Average Annual Works Supervision Turnover	Average annual turnover during the last three completed financial years (2012, 2013, 2014) in Works Supervision (Demining, Construction, Civil Works, Defense Industry) – not less than 1 (one) mil USD.	Must meet 100% of the Requirement	Must meet 100% of the Requirement	1	Meets 100% of the requirement alone.	No requirement	Average Annual Turnover Over the Past 3 Years (2012, 2013, 2014)  Please use Form 5: Average Annual Works Supervision (Demining, Construction, Civil Works, defense Industry) Turnover Over the Past 3 Years (2012, 2013, 2014)
					2	Meets equal to or more than 50% and less than 100% of the requirement	Collectively meets the remaining requirement pro rata with their share in JV / Consortium (not less than 20% each) reaching to 100% with the Lead Entity together.	

**Notes for the Joint Ventures:**

**A successful proposer shall comply with all of the requirements (pass/fail criteria) listed above.**

**Note for the Joint Ventures/Consortiums:** Note that the minimum requirements for the Lead Entity of the JV /Consortium and Other Partners of the JV/Consortium are different: Even if the Lead Entity and the other partners of the JV/Consortium meet the minimum requirements, individually, the JV/Consortium may still not be considered qualified, if the combined qualifications of the JV/Consortium do not meet the minimum requirements, stipulated under “All combined” column in the above tables.

The technical and financial proposals should be prepared only by the Proposers, who meet all of the four pass and fail based eligibility criteria stated above. Non compliance to meet any one of the above pass/fail criteria leads to disqualification and any further information, except as requested by UNDP in the context of the verification of the already declared information/data, provided by those Companies will not be considered.

IF ALL

5 (FIVE)

PASS/FAIL CRITERIA (and sub criteria listed above)

ARE MET



THEN PROCEED WITH YOUR PROPOSAL

IF ANY ONE OF 5 (FIVE)

PASS/FAIL CRITERIA

ARE NOT MET



THEN DON'T PROCEED WITH YOUR PROPOSAL  
ALL INFORMATION BEYOND SHALL BE DISREGARDED

## TECHNICAL EVALUATION TABLES

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	15%	150
2.	Work Plan, Implementation and Approach	65%	650
3.	Management Structure and Key Personnel	20%	200
Total			1000

Technical Proposal Evaluation Form 1		Points Obtainable
<b>Expertise of Firm / Organization</b>		
1.1	Management Structure: The overall management approach towards planning and implementing this contract.	50
1.2	Recruitment methodology: Recruitment methodology and justification for recruitment of Staff both National and/or International (This should include a cost benefit analysis and skills assessment)	15
1.3	Staff Time Allocation: Presentation of justification for staffing levels to ensure achieving work completion in the limited demining season available.	15
1.4	Equipment Capabilities: Provision of a list of key equipment and systems to be used, with names of manufacturer and model type. If relevant, proof that an export license will be granted by the manufacturer. It shall be stated if no export licence is required. Any previous accreditation documents or test results should also be provided for the purpose of desk top accreditation.	70
		150

Technical Proposal Evaluation Form 2			Points Obtainable
Proposed – Work Plan, Implementation and Approach			
2.1	Approach to the Service/Work Required: Detailed work plan that explains how the contract will be achieved within the allocated time, cost, scope and quality performance targets set out in the EBMCS. The work plan must clearly state what is required, how it will be achieved, when it will be achieved and by whom, using which specialist equipment and resources. The plan should be broken down into stages to define key targets and expected outputs (productivity), keeping in mind the appropriateness to local conditions, project environment and demining seasons.		180
	a. Contract Start up and initiation		
	b. Contract implementation stages		
	c. Contract close down		
	d. Work Schedule in the form of a Gantt chart indicating the detailed sequence of activities that will be undertaken and the corresponding outputs.		
2.2	QA/QC, certification methodology: The Proposer shall provide method statements as to how it will conduct QA/QC, how it will be certified for the purposes of the demining project, which shall also be included in the Proposer 's SOPs.		180
2.3	Logistical plan: The Proposer shall demonstrate how it shall support its QA/QC inspectors in the field and the expected coordination with the demining service provider by providing a detailed logistical support plan.		40
2.4	Internal technical Quality Assurance/Quality Control Mechanisms: The methodology to include details of the Proposer's internal quality assurance/quality control plan.		15
2.5	A health and safety plan: The Proposer shall provide method statements as to how shall apply its health and safety policy, these method statements should be included in the Proposer 's SOPs.		15
2.6	Subcontracting: The Proposer shall explain if any work will be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors in the context of local capacity building. Special attention shall be given to providing a clear picture of the role of each entity and how the service provider and the subcontractors shall function as a team.		15
2.7	Risks / Mitigation Measures: Description of the potential risks for the implementation of this contract that may impact achievement and timely completion of expected results as well as their quality. A comprehensive assessment of risks and hazards likely to be faced during the contract by the service provider and any subcontractor shall be submitted in a risk assessment matrix.		30
2.8	Reporting and Monitoring: Provision of a brief description of the mechanisms proposed for this contract for reporting to the TAT PO, including a reporting schedule.		15

2.9	<p>Local Capacity Building :</p> <p>UNDP is particularly interested in creating local mine clearance capacity in Turkey, including the ability to monitor and assess the work done by demining contractor. The Proposer is expected to work alongside the National Mine Action Centre, Ministry of the Interior and/or the Land Forces of Turkey and provide, at a minimum, on-the job training.</p> <p>No capacity building activities in the approach</p> <p>Capacity building approach centers on limited transfer of knowledge upon completion of services</p> <p>Capacity building approach centers on activities undertaken by the Offeror to generate national capacity, included but not limited to transferring skills to the local workforce</p> <p>Capacity building approach <b>partly</b> integrate the Offeror and all its partners or subcontractors to provide, at a minimum, on the job training</p> <p>Activities <b>fully</b> integrate the Offeror (and all its partners or subcontractors) for the development of local capacity, providing ample opportunities for the workforce and beneficiaries to acquire skills on the tasks at hand as well as their management and supervision.</p>	<p>100</p> <p>0</p> <p>25</p> <p>50</p> <p>75</p> <p>100</p>
2.10	<p>Understanding of Local Context</p> <p>Offerors shall demonstrate their project/contract implementation experiences and familiarity with the key issues confronting Turkey, green borders, and international obligations for demining. The management team and project staff must have the ability to understand and relate to local communities. Business ties to the community should be substantiated and reflected in the corporate form chosen by the proposer (consortium, JV, or lead contractor)</p> <p>Local understanding is solely derived from subcontractors.</p> <p>Local understanding is derived from previous direct project implementation in Turkey, with satisfactory results.</p> <p>The proposer has substantial business ties with Turkey, with local knowledge and expertise integrated at all levels of management in the project, and companies have a proven track record in the country.</p> <p>The proposer has substantial business ties with Turkey, and direct experience working with public institutions. Management and leadership responsibilities allocated amongst local and international partners. The entities have worked together in the execution of projects in Turkey and will likely continue to work in similar projects in the future.</p>	<p>60</p> <p>0</p> <p>15</p> <p>40</p> <p>60</p>
		650

Technical Proposal Evaluation Form 3				Points Obtainable
Demonstrate qualifications and skills of project staff (Management, Operations, Admin & Logistics)				
Management Structure and Key Personnel				
3.1	Project Manager (2 CVs)	X 2		32
			Sub-Score	
			32	
	Suitability for the Work			
	- Education	3	6	
	- Relevant Experience	10	20	
	Credentials or professional training/certification relevant to expertise	3	6	
	Sub total		32	
3.2	Administration and Logistical Manager (2 CVs)	X 2		24
			Sub-Score	
	General Qualification		24	
	Suitability for the Work			
	- Education	3	6	
	- Relevant Experience	7	14	
	- Proficiency in Turkish	2	4	
	Subtotal		24	
3.3	Quality Assurance/Quality Control Inspector (9 CVs)	X 9		144
	General Qualification		144	
	Suitability for the Work			
	- Education	3	27	
	- Relevant Experience	10	90	
	- Credentials or professional training/certification relevant to expertise	3	27	
	Subtotal		144	
				200



## **Section 3 -Statement of Requirements (SOR)**

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**for the**

**Socio-economic Development through Demining at the Eastern Borders of Turkey**

**Quality Control/Certification Service Provider**

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**CRIS Number TR2011/0124**



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### ABBREVIATIONS

CFCU	Central Finance and Contracts Unit
CHA	Confirmed Hazardous Area
EUD	European Union Delegation
IMAS	International Mine Clearance Standards
MAC	Mine Action Centre
MDD	Mine Detection Dog(s)
NMAC	National Mine Action Centre
PO	Project Office
QA	Quality Assurance
QC	Quality Control
QM	Quality Management
SHA	Suspected Hazardous Area
TAT	Technical Assistance Team
UNDP	United Nations Development Programme
UXO	Unexploded Ordnance

## 1. DEFINITIONS AND TERMINOLOGY

**1.1 Accreditation** the procedure by which a **mine action organization** is formally recognised as competent and able to plan, manage and operationally conduct mine action activities safely, effectively and efficiently.

Note: ISO 9000 usage is that an '**Accreditation**' **body** accredits the 'Certification or Registration' bodies that award ISO 9000 certificates to organisations. The usage in IMAS is completely different to this, and is based on the main definition above, which is well understood in the mine action community.

**1.2 Accreditation body** an organisation, responsible for the management and implementation of the national **accreditation** system.

**1.3 All reasonable effort** describes what is considered a minimum acceptable level of effort to identify and document **contaminated areas** or to remove the presence, suspicion or threat from **mines/ERW**. All reasonable effort has been applied when the commitment of additional resources is considered to be unreasonable in relation to the results expected.

**1.4 Clearance in the context of mine action, the term** refers to tasks or actions to ensure the removal and/or the destruction of all **mine** and **ERW** hazards from a specified area to a **specified depth**

**1.5 Cleared area** cleared land (m<sup>2</sup>). A defined area cleared through the removal and/or destruction of all specified **mine** and **ERW** hazards to a **specified depth**.

**1.6 Confirmed Hazardous Area (CHA)** refers to an area where the presence of mine/ERW contamination has been confirmed on the basis of direct evidence of the presence of mines/ERW.

**1.7 Contractor** any organisation (governmental, non-government or commercial entity) contracted to undertake a mine action activity. The organisation liable under contract responsible for the conduct of the overall contract is referred to as the 'prime contractor'. Other organisations or parties the prime contractor engages to undertake components of the larger contract are referred to as 'sub-contractors'.

**1.8 Joint Venture/Consortium or a single entity** can be contracted to undertake a mine action activity and will assume the role as the contractor. If the Contractor is a JV/Consortium, the party duly vested with authority to legally bind the members of the joint venture / consortium jointly and severally will be designated as the Lead Entity. The other members of the JV/Consortium are the Member Entities. The entities to be contracted by the Contractor to undertake sub-components of the larger contract are referred to as 'sub-contractors'.

**1.9 Critical non-conformity** the failure of a 1.0m<sup>2</sup> unit of land during **inspection** to meet the stated **clearance** requirements. IMAS identifies two types of critical non-conformities: a) the discovery of a mine or ERW; and b) other critical non-conformities as defined by NMAC.

**1.10 Demining** (humanitarian demining) activities which lead to the removal of **mine** and **ERW hazards**, including **non- technical** and **technical survey**, mapping, **clearance**, **marking**, post-clearance documentation, **community mine action liaison** and the **handover** of **cleared land**. Demining may be carried out by different types of organisations, such as NGOs, commercial companies, national **mine action** teams or military units. Demining may be emergency-based (to provide immediate access) or developmental (in support of broader development including rehabilitation, reconstruction, expansion and/or development projects within livelihood activities as well as social and physical infrastructure and general safety. Herein is also included the compliance with international treaty obligations, ref APMBC Article 5).

**1.11 Explosive Remnants of War (ERW):** Unexploded Ordnance (UXO) and Abandoned Explosive Ordnance (AXO). (CCW protocol V).

**1.12 Geo-referencing** a process whereby graphic coordinates or other indirect referencing codes are added to tabular data in order to allow simple comparison, compilation and analysis of disparate datasets based on common locations.

**1.13 Handover** the process by which the beneficiary (for example, the **NMAC** on behalf of the local community or land user) receives and accepts land which was previously suspected of containing an explosive hazard but which has subsequently had this suspicion removed specifically with reference to known Anti-Personnel mines or reduced to a tolerable level, either through **non-technical survey**, **technical survey** or **clearance** and in accordance with

requirements specified by Turkey's obligations to the Mine Ban Treaty.

**1.14 Handover certificate** documentation used to record the **handover** of land, which was previously suspected of containing an explosive hazard but which has subsequently had this suspicion removed or reduced to a tolerable level.

**1.15 Inspection body** an organisation that conducts post-clearance **QC** on behalf of **UNDP** by applying random **sampling** procedures, or other appropriate and agreed methods of **inspection**.

**1.16 Insurance** an arrangement for financial compensation in the event of damage to or loss of (property, life of a person) to an individual or organization to predetermined levels and due to specific listed circumstances.

Note: Insurance should include appropriate medical, death and disability coverage for all personnel as well as third party liability coverage.

**1.17 International Mine Clearance Standards (IMAS)** documents developed by the UN on behalf of the international community, which aim to improve safety, **quality** and efficiency in **mine action** by providing guidance, by establishing principles and, in some cases, by defining international requirements and specifications.

**1.18 Land Release** describes the process of applying all reasonable effort to identify, define, and remove all presence and suspicion of mines/ERW through non-technical survey, technical survey and/or clearance. The criteria for "all reasonable effort" shall be defined by the NMAC.

**1.19 Mine Action Centre (MAC)** an organisation that typically is responsible for planning, coordination, overseeing and in some cases implementation of mine action projects.

**1.20 Mine clearance** the clearance of **mines** and **ERW** from a **specified area** to a predefined standard.

**1.21 Mine Detection Dog(s) (MDD)** a dog trained and employed to detect **mines**, **ERW** and other **explosive** devices.

**1.22 Mine free** a term applied to an area that has been certified as clear of mines to a specified depth. Also applied to a country or an area that has not had a mine contamination problem.

**1.23 Monitoring** refers to a continuing function that uses systematic collection of data on specified indicators to provide management and the main stakeholders of an on-going project, programme or policy with indications of the extent of progress and achievement of objectives, and progress in the use of allocated funds. (OECD/DAC)

**1.24 National Mine Action Centre (NMAC):** see Mine Action Center (MAC).

**1.25 Post clearance inspection in the context of humanitarian demining, the term refers to** the process of measuring, examining, testing or otherwise comparing a sample of **cleared land** against the **clearance** requirements.

**1.26 Project** an endeavour in which human, material and financial resources are organised to undertake a unique scope of work, of given specification, within constraints of cost and time, so as to achieve beneficial change defined by quantitative and qualitative objectives.

**1.27 Quality** degree to which a set of inherent characteristics fulfils requirements. [ISO 9000:2000]

**1.28 Quality Assurance (QA)** part of **QM** focused on providing confidence that quality requirements will be fulfilled. [ISO 9000:2000]

Note: The purpose of QA in **humanitarian demining** is to confirm that management practices and operational procedures for demining are appropriate, are being applied, and will achieve the stated requirement in a safe, effective and efficient manner. Internal QA will be conducted by **demining organisations** themselves, but external inspections by an external **monitoring body** should also be conducted.

**1.29 Quality Control (QC)** part of **QM** focused on fulfilling quality requirements. [ISO 9000:2000]

Note: QC relates to the *inspection* of a finished product. In the case of **humanitarian demining**, the 'product' is **safe cleared land**.

**1.30 Quality Management (QM)** coordinated activities to direct and control an organisation with regard to **quality**. [ISO 9000:2000]

**1.31 Safe** the absence of risk. Normally the term **tolerable risk** is more appropriate and accurate.

**1.32 Sampling in the context of humanitarian demining, the term refers to.....** a defined procedure whereby part or parts of an area of **cleared land** are taken, for testing, as a

representation of the whole area.

**1.33 Specified depth** *in the context of humanitarian demining, the term refers to ..... the depth to which a specified area is contracted or agreed to be cleared of mine and ERW hazards, as determined by the NMAC or an organisation acting on its behalf.*

**1.34 Suspected Hazardous Area (SHA)** an area where there is reasonable suspicion of mine/ERW contamination on the basis of indirect evidence of the presence of mine/ERW.

**1.35 Task site** any workplace where demining activities are being undertaken.

Note: Demining task sites include workplaces where survey, clearance and EOD activities are undertaken; including centralized disposal sites used for the destruction of mines and ERW identified and removed during clearance operations.

Note: Survey, in relation to a demining task site includes general survey undertaken to identify mine and ERW hazards and hazardous areas.

**1.37 Technical Survey** refers to the collection and analysis of data, using appropriate technical interventions, about the presence, type, distribution and surrounding environment of mine/ERW contamination, in order to define better where mine/ERW contamination is present, and where it is not, and to support land release prioritisation and decision making processes through the provision of evidence.

## **2. INTRODUCTION**

### **2.1. Background**

The Government of Turkey in the course of progress towards accession to the European Union and in response to the obligations of the EU and its Member States is actively following a National Programme for the Adoption of the Acquis. The objective of the process is not only to implement the relevant amendments to existing legislation but equally, to strengthen those institutions responsible for the enforcement or implementation of the procedures. This process of 'Institution Building and Reform' in order to enhance administrative capacity, is seen as crucial in ensuring that Turkey is successful in the transition to the standards, norms, expectations and obligations of similar EU Member States.

Within the process of 'Institution Building and Reform', integrated border management (IBM) which is under the chapter of Freedom, Justice and Security is regarded as being crucial as after membership to the EU Turkey's eastern borders will be the external borders of the Union, so comprehensive border security is an important issue. Management of the eastern borders is not an easy task due to geographic and climatic conditions in the region. This region presents a significant challenge in terms of being an illegal crossing point and in efforts to provide border security landmines were used to prevent illegal transiting, smuggling and other security breaches. Today, these landmines constitute a very serious threat to modern border management.

The objective of relevant combined projects is to contribute collectively to the prevention of illegal migration and all types of cross-border crimes at Turkey's eastern borders in line with EU's IBM policies and strategies via demining the area and providing effective and humanitarian border surveillance tools for a modern border surveillance system using the latest technology. The Ministry of Interior Undersecretary for Development and the Implementation Bureau for Border Management and Legislation through cooperation with General Staff (Land Forces Command) are responsible for the execution of the demining projects. The undertaking further contributes to the successful implementation of Article 5 extension request requirements presented to States parties to the Mine Ban Treaty in 2013 in compliance with Turkey's clearance obligations under the commitments made through the accession to the APMBC on 25 September 2003.

The Delegation of the European Union to Turkey (DEU) has committed funds and has contracted the UNDP Country Office as the implementing partner to manage the demining component due to UNDP's extensive global experience in this field and its existing cooperation with Ministry of Interior and Turkish General Staff in the scope of other EU-funded initiatives.

### **2.2. Task description**

The project; Socioeconomic Development through Demining and Increasing the Border Surveillance Capacity at the Eastern Borders of Turkey, Phase I, Provinces of Ardahan, Van, Ağrı, Iğdır, Kars.

The contract for ease of clearance and contracting has been split up into 3 clearance contracts; specifically lot 1, lot 2 and lot 3. The mine clearance contractors shall be allowed to bid for any combination of lots. The tendering process will focus on technical ability to complete the contract within the given time frame and price.

Phase I includes the clearance activities for the following regions:

- a. Lot 1. North 4,473,117m<sup>2</sup> / 54 minefields / 57,067 known mines. Geographic area: Ardahan, Kars & a portion of Iğdır.

The contract area falls into the control of the 2nd, 3rd and 4th Battalions of the 25th Border Brigade and 1st and 2nd battalions of the 5th Border Regiment. The area runs in the north from Border stone 134 to midway between Border stone 8 & 9.

- b. Lot 2. Centre 4,107,150m<sup>2</sup> / 88 minefields +1/ 76,094 known mines. Geographic area: Iğdır & a portion of Ağrı.

The contract area falls into the control of the 4th and 3rd battalions of the 5th Border Regiment and runs in the north from between Border stone 8 & 9 to Border stone 95.

- c. Lot 3. South 3,089,640m<sup>2</sup> / 81 minefields +1 / 56,862 known mines. Geographic area: Portion of Ağrı & Van down to Saray

The contract area falls into the control of the 3rd battalion of the 5th Border Regiment and 1st, & 2nd Battalions of the 6th Border Regiment. The area runs in the north from between Border stone 95 to Border stone 265.

The geographical region of the area and Land Forces Command structures are structured to facilitate the lots accordingly. The work lots mainly consist of confirmed hazardous areas (Supported with minefield records) within defined suspect hazardous areas.

In total there are 228 known anti-personnel minefields to be cleared, 5 of these minefields need to be surveyed of which 3 are believed to be dummy minefields. From the 228 known minefields 223 have been surveyed and marked by Turkish Land Forces and minefield maps or sketches exist. Out of these 223 minefields 8 minefields have no minefield fencing, 2 minefields have no records but are fenced and 3 are suspected dummy minefields, which will require an element of technical survey prior to any clearance action. In total 223 minefields do not require any further investigation prior to clearance.

## 2.3 Objective

The objective of this contract is to contract a Quality Assurance, Quality Control (QA/QC) service provider to inspect and monitor the clearance contractor/s and certificate that the 3 clearance contracts; specifically lot 1, lot 2 and lot 3 are cleared to agreed standards.

The QA/QC certification of the Eastern Border regions shall be conducted using internationally accepted clearance methods in accordance with International Mine Clearance Standards (IMAS) and Eastern Border National Mine Clearance Standards.

The contract is planned to be completed in 22.5 months starting January 2016 and finishing in November 2017. On completion the QA/QC service provider shall certify that “*all reasonable effort*” has been applied to make the area safe.

Due to the climatic conditions in the majority of the region the clearance work can only be conducted between April to November of each calendar year, clearance contractors will stand down clearance teams from December to March.

The QA/QC certification service provider shall also advise and provide hands on experience and knowledge sharing with the newly established National Mine Action Centre (NMAC) in

developing its QA/QC certification role for mine clearance.

## **2.4 Contractual modality**

The QA/QC certification service provider shall provide services to cover all 3 clearance lots. The QA/QC certification service provider will be required to conduct;

- Operational Accreditation of clearance contractors
- Quality Assurance of clearance contractors.
- Quality Control of cleared land.
- Certification of cleared land.
- Providing hands on experience and knowledge sharing and advising the National Mine Action Centre (NMAC) on QA/QC and certification.

The tendering process will focus on the technical ability of the service provider to provide adequate QA/QC/certification of the lands cleared by the mine clearance contractor(s) within the given time frame and price.

## **2.5 Quality Standards**

The QA/QC/certification service provider shall follow International Mine Clearance Standards (IMAS) and Eastern Border Mine Clearance Standards when applying QA/QC procedures. Method statements shall be drafted by the Proposers showing detailed processes for monitoring and inspecting clearance companies and sampling cleared land. All “safe cleared land” must be certified by the service provider before handover.

## **2.6 Contract Completion**

Task Completion Reports shall be completed at the end of each task (Minefield) and will be signed off by:

- The demining contractor upon completion.
- The QA/QC service provider after sampling.
- UNDP TAT

The QA/QC service provider will formally coordinate a handover process with the clearance contractor to demonstrate confidence that the land has been properly checked and is now safe. The mine clearance contractor for each lot shall show evidence of all mines and UXO found, evidence of mines that have detonated prior to the clearance and account for all mines recorded in the original laying records. The mine clearance contractor for each lot shall then prove the ground within the minefield fences to ensure confidence in the technology/methodology used was in line with IMAS/EBMCS. This process will be documented by the QA/QC service provider and done in the presence of one NMAC representative.

## **3. ORGANISATIONS**

### **3.1 National Mine Action Centre**

The National Mine Action Centre, as established under Law 6586 (‘Law on Establishment of National Mine Action Center and Amendments of Various Laws), is empowered to execute the actions to clear mines and/or unexploded ordnance for humanitarian purposes within the borders of the Republic of Turkey.

The functions, powers and responsibilities include, but are not limited to, the formulation and implementation of the national mine action plan, the ownership of national mine action standards, enhance the assistance to victims of mines and/or unexploded ordnance, the operation of a mine action information management system, the evaluation of the impact of mines and/or unexploded ordnance on society, the accreditation of mine action operators, quality assurance and quality control activities and certification procedures.

### **3.2 Project Office (PO)**



Under the direction of the Senior Programme Officer, a project office, dedicated to the Clearance of Landmines in the Eastern Border Regions of Turkey, is being established; it is under the National Mine Action Centre. UNDP Turkey is providing technical assistance to the Project Office. The Project Office will assist in coordinating site access, providing task information, maintaining clearance standards and liaison with Land Forces.

### **3.3 European Union Delegation (EUD)**

The EUD is the politically independent institution that represents and upholds the interests of the EU as a whole. The European Union Delegation in Turkey and the EU's finance and contracting agency (CFCU) will be involved in the monitoring of the contract through UNDP.

### **3.4 Central Finance and Contracting Unit (CFCU)**

The Central Finance and Contracts Unit (CFCU) is the Contracting Authority of the project. The Contracting Authority will be responsible for tendering, contracting, administration, overall project supervision, review and approval of the reports, financial management including payments of the project activities.

### **3.5 United Nations Development Programme (UNDP)**

UNDP will manage the project through an applicable agreement with the European Union Delegation. A direct grant agreement with UNDP has been agreed upon (for phase 1) in accordance with the 'Practical Guide to contract procedures financed from the General Budget of the European Communities in the Context of External Actions' stipulating the awarding of a Grant to an international organization for the implementation of a specific action which is in keeping with that organization's mandate. UNDP shall establish a Technical Assistance Team (TAT), which will work in close cooperation with the Project Office. The Project Manager and UNDP TAT will be responsible for the tendering and monitoring of clearance contractors and will be the main point of contact for the service provider.

### **3.6 Pre- Contract Signing**

The service provider shall prior to agreeing contract signing;

Confirm they have all the relevant regulations to undertake the work set out in the contract.

- Local Employment Law
- Work permit regulations
- Explosive regulations (Storage, Transportation and Use)
- Import/Export regulations

Ensure that they understand and comply with;

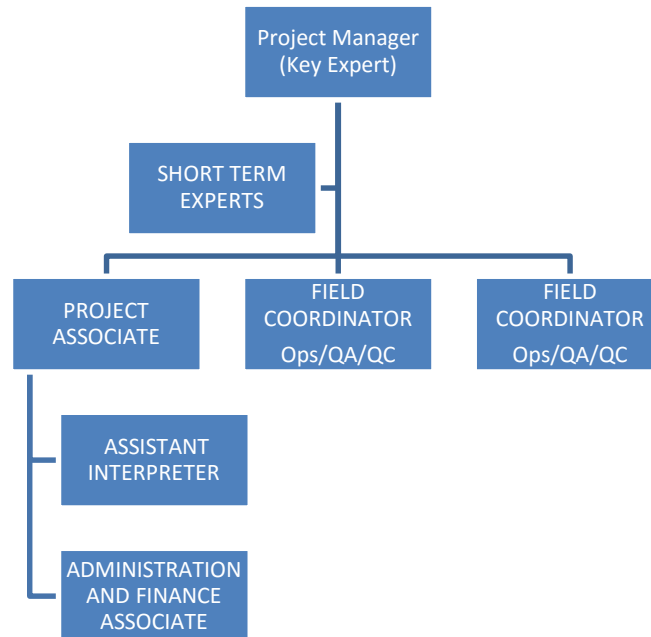
- Military Forbidden Zone
- Safety Regulations Law
- Military Forbidden Regions
- Military Forbidden regulations

Confirm that all required insurances are in place to include,

- Personal accident,
- Medical cover and repatriation
- Third party liability
- Employer's liability
- Public indemnity

### 3.7 Role of UNDP TAT

UNDP TAT will be composed of 1 Project Manager (Key Expert), 1 Project Associate, 1 Administration and Finance Associate, 1 Project Assistant/Interpreter and 2 Field Coordinators.



UNDP TAT role is to uphold the policies of the PO and coordinate the demining activities for the mine clearance contractors for each lot and the QA/QC service provider.. UNDP TAT's role will include:

- Contract management
- Project monitoring
- Coordination with PO and NMAC.

Prior to starting any operational accreditation both the clearance contractors for each lot and the QA/QC service provider will need to gain desk top accreditation through the TAT.

UNDP TAT will assess work progress to ensure the timely completion of the work in each lot. The mine clearance contractors will maintain a work plan (to include a Gantt chart) as a tool to demonstrate clearance progress and forecast future activities. UNDP TAT has the right to see the work plan and ensure that the mine clearance contractors are working to schedule, but does not have the right to change the plan once it has been approved by UNDP.

**3.8 Role of the Clearance Contractor** The clearance contractors will be operationally accredited by the approved QA/QC certification service provider prior to conducting any clearance operations. Accredited clearance contractors shall fully cooperate with any external QA/QC process or inspection and shall provide access to all sites, personnel, buildings and other facilities which are visited in order to implement any stage of the QA/QC process.

The role of the Clearance Contractor is:

- Clearance of landmines according to IMAS/EBMCS
- Removal and disposal of all mines
- Internal quality control and certification

The clearance contractor shall record in writing on completed external QA forms any response to the written recordings of the external QA/QC body prior to said body leaving the task.

As a minimum requirement, the clearance contractor in charge of the task shall be required to:

- Provide a safety brief to the external QA body
- Sign presented QA forms that have been completed and that record the results of a QA inspection, prior to the departure from site of the external body.

It is the responsibility of the clearance contractor's site supervisor in charge of the task to inform their superiors of the results of or any concerns resulting from an external QA inspection.

Clearance contractors shall on request make available the applicable **original documentation** relating to and/or recording the details of implementation of any aspect of the Quality Management System (QMS) to external QA and other authorized bodies.

Clearance contractors shall prepare and maintain records of all site visits/inspections, and any information needed to understand and interpret them.

Clearance contractors shall ensure that appointed managerial and/or supervisory individuals of tasks are fully aware of and have available the following documentary information in order to assist external QA inspections:

- All relevant documentation including accreditation documents, clearance plans and or implementation plans.
- Accredited SOPs.
- Internal QA forms from previous QA inspections of the task/site.
- Records and results of internal QC conducted.
- Any applicable accident / incident Investigation reports.
- All other required information and/or site documentation detailed elsewhere that may assist the body during the inspection.

### 3.9 Accreditation

Prior to starting operations the QA/QC certification service provider must provide UNDP TAT documents for accreditation in order to perform its contractual activities. This activity will be a **desk-top accreditation** where the service provider must satisfy UNDP TAT that they have the relevant experience and qualifications to fulfil the task.

- Name and address of company in country
- Legal registration
- Size of company (Number of employees)
- Contractors' organisation overview
- CVs of management personnel as presented in the technical proposal
- Policies and procedures (SOPs)

**Operational accreditation** of the QA/QC certification service provider shall be carried out before any contractor accreditation is conducted. This shall be done by the PO to confirm that the QA/QC certification service provider has all the required equipment, personnel in place and they fully understand the method statements in its SOPs.

Periodically the PO will require the QA/QC certification service provider to demonstrate that equipment, personnel and processes are working in accordance with its SOPs and are understood by the QA/QC certification service provider's personnel.

The accreditation regime will conform to EBMCS and to IMAS, including the accreditation of personnel.

## 4. THE TASK

### 4.1 Introduction

The task shall consist of external QA/QC and certification of the 3 clearance lots that are listed at para 2.2.

For this RFP, the Proposers shall submit a work plan that explains how the service will be

achieved within the allocated time, cost, scope and quality performance targets set out in the EBMCS, as part of their technical proposals. The work plan must clearly state what is required, how it will be achieved, when it will be achieved and by whom, using which specialist equipment and resources. The plan should be broken down into stages to define key targets and expected outputs (productivity). It should ideally consist of the following stages with relevant timelines:

- Stage 1: Contract start up and Mobilization stage Feb 2016
- Stage 2: In country preparation phase: Training and Accreditation; Feb, March 2016
- Stage 3: Operational phase April 2016
- Stage 4: Demobilization /or Preparation for the Stand-Down Period Dec 2016
  
- Stage 5: Stand Down
- Stage 6: Preparation for Remobilization Mar 2016
- Stage 7: Operation phase Recommencing Apr 2017
- Stage 8: Demobilization Nov 2017
- Stage 9: Contract Close Down Nov 2017

The QA/QC certification service provider shall take into consideration the following, while preparing their work plans:

The contract for the QA/QC certification service provider is planned to be awarded in January 2016. The service provider will be expected to mobilise all personnel, equipment and resources ready to start company accreditation by 10 March 2016. Service providers shall produce a mobilisation plan demonstrating how they will mobilise personnel, equipment and resources by 10 March 2016 in their work plans and as part of their technical proposals.

The QA/QC certification service provider shall conduct operational accreditation by March 2016. A detailed “training and accreditation plan” shall be provided in the technical proposal to demonstrate when pre-training of staff, establishment of testing facilities and procedures shall be conducted.

Operational accreditation of clearance contractors shall be conducted prior to the start of operations by April 2016.

With the information provided within the RFP the Proposers shall present a detailed work plan in their technical proposals to describe how the whole contract will be implemented. Experience to date has confirmed that the failure to carry out thorough logistical planning has been the single biggest cause of project failure. The Proposers need to take this into serious consideration when preparing their proposal and when identifying staff to undertake these tasks. The Proposers shall demonstrate in the technical proposals that they will be able to meet the indicated deadlines. It is therefore recommended that the Proposers undertake the field trip to Turkey in order to properly prepare their bids.

#### **4.2 External QA/QC Certification**

This contract is a QA/QC certification contract for verification of the cleared lands,

The QA/QC certification processes shall be conducted in line with IMAS and the Eastern Borders Mine Clearance Standards (EBMCS). The QA reporting forms within the EBMCS should be used by the QA/QC certification service provider to conduct operational QA of the clearance contractor.

The agreed QA/QC Certification process used by the QA/QC certification service provider shall provide verifiable assurance that landmines have been removed within the task area to the depth stated in the EBMCS.

The service provider shall provide country SOPs that are in line with EBMCS for accreditation.

The EBMCS may change during the course of contract implementation.

The QA/QC certification service provider shall also perform a secondary role to advise and provide hands on experience and knowledge sharing to the QA/QC inspectors from the NMAC. The QA/QC certification service provider should allow provision for assisting in the development of NMAC staff in the QA/QC, certification role.

The agreed QA/QC Certification process used by the service provider shall provide verifiable assurance that landmines / explosive remnants of war have been removed within the task area to the depth stated in the Eastern Border National Mine Action Standards.

The QA-QC service provider shall work with GPS systems that are compatible with TUSAGA AKTIF and uploaded to Geographical Information Analysis System.

#### **4.3 Quality Assurance (QA)**

Quality Assurance (QA) Monitoring, which is the physical checking of demining operations to verify that the demining organization's operational procedures and Quality Management Systems are appropriate and are being applied, is an essential part of the quality management process. The QA/QC certification service provider shall be required to continuously provide a QA Monitor to each task site to monitor clearance and associated operations on a daily basis during working hours.

#### **4.4 Infrastructure Assessments**

The QA/QC certification service provider shall conduct assessments of the clearance contractors' management, logistic and administrative offices or facilities including but not limited to, accommodation, explosive storage areas, medical facilities, equipment maintenance areas, sub-unit locations including worksites and supporting workplaces.

#### **4.5 Equipment**

Where specific assets or techniques are being used, the QA monitor shall also assess their use, effectiveness and suitability. This may include the inspection of MDD, mechanical assets and critical equipment (such as mine detectors), and examining records of equipment maintenance, repairs, upgrades and modifications. Maintenance facilities and tools shall also be inspected.

#### **4.6 Management Practices and Documentation**

The QA/QC certification service provider shall conduct inspections of management documentation including but not limited to qualifications, training records, insurance cover, and general occupational health practices and records. The monitoring shall also pay particular attention to compliance with the QA/QC certification service provider's Quality Plan and procedures. Samples of all documentation and records referred to above shall be selected randomly and samples shall be representative of all relevant documentation.

#### **4.7 Demining Procedures.**

The QA/QC certification service provider shall conduct operational accreditation on the organisations demining procedures at the start of operations or after any stand down period. It shall also monitor demining activities, to ensure that they are consistent with IMAS and the Eastern Border Mine Clearance Standards, the QA/QC certification service provider's SOPs and enforcing remedial action where there is a non-conformity with approved processes.

#### **4.8 Worksite Procedures**

Worksite procedures shall be consistent with IMAS and EBMCS. The QA Monitor shall assess the suitability of the worksite layout and safety procedures, and how effectively the procedures are being applied. If the clearance contractor is in default of any matter of safety it will be the QA Monitor's responsibility to record the reasons for doing so, compile any evidence and immediately inform the UNDP TAT who shall inform the clearance contractors' headquarters. The UNDP TAT will have the authority to suspend accreditation until the problem is corrected. All activities in the defined work area will cease until the matter is resolved. Operations may only then recommence once all the safety faults have been rectified.

#### **4.9 Manual Demining procedures**

The QA/QC certification service provider shall conduct operational accreditation on clearance contractors' manual demining procedures at the start of operations or after any stand down period. It shall also inspect and monitor manual demining procedures during operations

including the use of detection equipment, PPE, vegetation clearance, excavation, site and clearance lane marking, “actions on” procedures, working and rest periods.

#### **4.10 Mine Detection Dogs (MDDs)**

The QA/QC certification service provider shall conduct operational accreditation on the clearance contractors’ MDDs at the start of operations or after any stand down period. It shall also inspect and monitor health check records, daily test and warm-up, safety distance and separation, search procedures and deminer follow-up, handler PPE, double/multiple search, marking procedures, working and rest periods.

#### **4.11 Mechanical Demining**

The QA/QC certification service provider shall conduct operational accreditation on the clearance contractors’ mechanical demining procedures at the start of operations or after any stand down period. CWA 15044:2004 guidelines for the testing of demining machines will be used for operational accreditation of machines. The QA/QC service provider shall also inspect and monitor procedures used for ground preparation or for quality control proving of ground. The QA/QC service provider shall assess: the physical state of the machine prior to, during breaks and after deployment, to ensure there is adequate overlap, adequate and consistent depth of clearance of treated land; the effectiveness of the machine in clearing vegetation and breaking up soil; what follow up (manual or MDD) is undertaken; and what EOD clearance of machines is conducted prior to leaving working areas.

#### **4.12 Storage, Transportation and Handling of Explosives.**

The QA/QC certification service provider shall conduct operational accreditation on the clearance contractors’ storage, transportation and handling of explosives procedures at the start of operations or after any stand down period. It shall also inspect and monitor procedures for the storage, transportation and handling of explosives to ensure they are compliant with national legislation, EBMCS and IMAS (

*EBMCS are compliant with Turkish National Legislation and have precedence over IMAS, unless explicitly stated so.*

) and supported by documented procedures for the accountability and transfer of explosive items and accessories..

#### **4.13 Removal and Disposal of Mines**

Detected landmines may be destroyed in-situ or “lifted” for disposal by mine clearance contractors elsewhere. Mines to be destroyed in-situ should be clearly marked and destroyed regularly in accordance with the EBMCS. Destruction should be carried out safely by qualified personnel. Where mines are “lifted”, removed from the work-site and stockpiled for bulk destruction this shall be done safely (this shall include two positive safety features e.g. replacing the safety pin in the fuse and separating the fuse from the mine body). Mines are to be secured and accounted for and destruction shall be carried out in an approved location, within prescribed explosive limits and the destruction methods used and quantities of items destroyed shall be recorded.

#### **4.14 Medical Support.**

The QA/QC certification service provider shall conduct operational accreditation on the clearance contractors’ medical support procedures at the start of operations or after any stand down period. It shall also inspect and monitor the medical support available on site including the qualifications of medical staff, medical equipment, stores, supplies and medicine provided and vehicles for casualty evacuation. Documented procedures for treatment and casualty evacuation shall be examined. Emergency treatment and casualty evacuation procedures, as required by IMAS and the EBMCS, shall be tested on a regular basis.

#### **4.15 Investigation of Incidents**

The QA/QC certification service provider shall inspect and monitor the clearance contractors’ procedures for reporting incidents and conducting post-incident investigations.

For all accidents and events that have occurred in the region, the demining contractor shall coordinate with QC/QA service provider and suspend activities in the minefield and protects the scene for investigation. This circumstance shall be notified to the relevant authorities in coordination with the Land Forces Command, NMAC and UNDP. During such actions, the priority is always on the response to and evacuation of the injured.

When assigned by the UNDP TAT, the service provider shall inspect and monitor the incident reporting and post-incident investigation procedures of the clearance contractors.

#### **4.16 Internal Quality Control**

In addition to the clearance contractor's internal QA processes and procedures, the clearance contractor shall also implement a system of daily internal QC sampling, which shall be monitored and the results of which shall be made available to the QA/QC service Provider who shall record the outcome of such inspections.

#### **4.17 External Quality Control**

External QC sampling shall not normally be conducted on completed tasks where all monitoring visits have graded demining operations as being fully satisfactory. The UNDP TAT may, however, request the QA/QC certification service provider to undertake post-clearance and sampling inspections of demined areas prior to acceptance for handover, or at any other time, if it is has not been possible to undertake proving of cleared areas or it is suspected that clearance operations have not been conducted adequately. The extent and nature of such sampling shall be decided upon on a case by case basis but shall normally be 5% of the cleared area.

If, as a result of these inspections, there is evidence that the area has not been satisfactorily cleared then the QA/QC certification service provider shall report this immediately to UNDP TAT for appropriate action to be taken.

The task Completion Reports will require three signatories:

- Clearance Contractor
- QA/QC Service Provider
- UNDP TAT

The cleared land shall be handed over to NMAC , upon submission of the task Completion Reports, within maximum one (1) month from the date of the signing of the task Completion Reports.

The UNDP TAT may, however, request the QA/QC service provider to undertake post-clearance and sampling inspections of demined areas prior to acceptance for handover, or at any other time, if it is has not been possible to undertake proving of cleared areas or it is suspected that clearance operations have not been conducted adequately. All associated costs shall be borne by the QA/QC service provider

#### **4.18 Security**

In accordance with **Law No: 3497** on Protection and Security of Green Borders. Land Forces Command of Turkish Armed Forces is tasked to protect and secure the green borders and this task shall be fulfilled by border units.

The Land Forces Command is the authorized body for the security of the land borders of Turkey under the provisions of **Act No. 3497** on the Protection and Security of Land Borders. Due to the above law, all the areas along the borders are controlled by Land Forces Command. To facilitate access to site Turkish General Staff will appoint Liaison Officers (LO) who will be coordinated through the PO and the UNDP TAT.

All staff, both international & national will have to submit personal documentation (Passport/ID) for security vetting by the Ministry of Interior and General Staff . All contractors will need to prepare documentation well in advance of work start date (8 weeks) to avoid any delay in operations.

#### **4.19 Reporting Progress**

The QA/QC certification service provider shall keep UNDP TAT fully informed of progress on all task sites and on any other matter relevant to the timely execution of the contract.

The QA/QC certification service provider shall provide to the PO through UNDP TAT with a Gantt chart updated on a weekly basis showing the planned timetable of activities at each task site and the progress made.

The clearance contractor shall provide information on task clearance activities and clearance progress to the QA/QC certification service provider.

#### **4.20 Demobilisation**

This project is a stand-alone project and may not immediately be followed by further work. The QA/QC certification service provider shall plan and cost for demobilisation upon conclusion of the work specified above. If UNDP TAT decides later that other demining work is to start then it will be the subject of a new contracting process.

### **5. ENVIRONMENT**

#### **5.1 General Overview**

The border areas are all within the military forbidden zones and are not accessible to the general public. In general the land is unused with only dirt tracks and access roads running along the border with fence lines erected along mined areas.

#### **5.2 General Mitigation Measures**

Damage to the existing environment is to be limited to the minimum practicable. Where significant damage is unavoidable, reasonable remediation should be undertaken.

The QA/QC certification service provider shall ensure clearance contractors do not unnecessarily dig holes in the terrain for any purpose other than those required to locate mines or as a matter of safety. Enclosures to store explosives and recovered explosive items awaiting destruction shall be made safe with sandbags or other such expedient.

Any holes dug shall be filled in with, where possible, the original vegetation on top.

Traditional latrines shall not be dug but portable toilets should be used.

#### **5.3 Disposal of General Scrap**

Any general scrap recovered during the clearance process shall be certified as clear of any explosive item and removed to a suitable location outside the task area. The QA/QC certification service provider shall monitor the activity until land forces arrange for its disposal.

### **6 ADMINISTRATION**

#### **6.1 UNDP Technical Assistance Team (TAT)**

UNDP TAT will be available for the duration of the contracts. The duties of UNDP TAT are set out in this document. UNDP TAT will act as the link between the clearance contractors and PO, Land Forces Command and NMAC for the issues related with contract implementation.

#### **6.2 Maps, Plans and Reports**

- UNDP TAT shall give the details of the tasks and the records of existing minefields to the Contractor. Accordingly, UNDP TAT will provide task dossiers which will include Copies of minefield record maps.
- Details of the tasks to be undertaken
- Relevant minefield records, where they exist.

UNDP, as the employer does not warrant the accuracy or completeness of the above documentation. The QA/QC certification service provider shall undertake their own researches and assessments.

#### **6.3 Liaison with the Clearance Contractor**

Strong liaison between the QA/QC certification service provider and the clearance contractors



is a prerequisite for successful implementation of the contract.. The QA/QC certification service provider has no managerial role over the clearance contractors or the Work except as set out elsewhere in this document.

The QA/QC certification service provider shall liaise regularly with the clearance contractors. The clearance contractors shall be allowed to execute the contract without undue interference but will require close oversight of the work to ensure the successful completion of tasks. The clearance contractors shall cooperate fully with the QA/QC certification service provider and provide all reasonable assistance.

The communications plan shall be made and implemented by UNDP TAT in coordination with NMAC. The QA/QC service provider shall take measures to adapt to the communications system of the clearance contractor.

#### **6.4 Items Provided by the Service Provider**

The capacity provided by the QA/QC certification service provider shall be fully self-sustainable, flexible and autonomous with regard to carrying out QA/QC and certification, management, administration, logistics, and training where required.

The QA/QC certification service provider shall arrange field accommodation to its staff when working in the field, all running costs associated with the contract, though not limited to, such as drinking water, food, fuel, electricity are to be borne by the QA/QC certification service provider.

The QA/QC certification service provider shall provide all vehicles, equipment, material and services not expressly detailed above, but required for successful performance of the contract.

#### **6.5 Use of Resources**

The QA/QC certification service provider shall maximise the use of personnel and services available in Turkey subject to their suitability, availability and competitiveness.

#### **6.6 Staffing Strategy**

The QA/QC certification service provider is responsible for the provision of suitably qualified and experienced personnel to complete the contract.

Before deciding on non-Turkish personnel, the QA/QC certification service provider should give consideration to the climatic conditions, local culture and skills available and justify this decision based on a cost benefit/skills analysis process. The proposal will be judged on this justification in line with the National Labour Law.

All staff, national & international will be subject to security clearance by the Government of Turkey.

As a minimum requirement for evaluation purposes of submitted proposals the QA/QC certification service provider shall provide qualified personnel to fill the positions listed below. For the positions of 'Project manager' and , ' Logistics/ Administrative Manager', the proposer shall supply CV on a main candidate and an alternate each of whom should meet the experience requirements specified below:

Position	Minimum Requirement for education	Total work experience (years)	In similar works (years)	As manager of similar works (years)
Project Manager Certification, QA/QC project manager with at least 10 years' experience in international demining projects	Mine Action Project Management certification IMAS Level 4	10	5	5

Logistics/ Administrative Manager Working in mine action programmes providing logistical and administrative support and having at least 5 years' experience in the field	Logistical or clerical certification or equivalent	10	5	N/A
QA/QC Inspector(s) (3 for each lot) Total 9 (Experienced on demining QA/QC operations)	Demining Supervisor Certification IMAS level 3	7	3	3

*Please minimize the list to key management and specialist positions only. Do not include all principals or head office personnel, who are not key to the contract, or other non-specialist personnel.*

### **6.7 Project Management**

The QA/QC certification service provider shall have a strong project management team in place with the capability and authority to make any operational decisions as necessary. At least one member of this team shall be competent to produce resource-driven Gantt charts (as provided in the technical proposal).

The names and experience of the project management team shall be provided to UNDP in the work plan and methodology statements.

### **6.8 Importation Documents, Visa's and Work Permits**

It is the QA/QC certification service provider's responsibility to complete the importation/registration of equipment and vehicles to Turkey and obtain work permits for its staff that will be operating under this contract.

### **6.9 Vehicles and Support Equipment**

It shall be the QA/QC certification service provider's responsibility to purchase and arrange for movement of equipment into and out of Turkey and subsequent internal movement. Customs clearance and secondary clearance procedures (Communications, health, vehicle registration etc.) will be the responsibility of the QA/QC certification service provider. UNDP will endeavour to assist with the process but can make no guarantees as to the effectiveness or expediency of such assistance. The QA/QC certification service provider should therefore plan well ahead and consider contingency planning carefully. A prior field visit by qualified and experienced logistics/administration personnel is strongly recommended.

### **6.10 Vehicle and Equipment Maintenance**

The QA/QC certification service provider must budget for the maintenance and servicing of all equipment and vehicles. In addition, the QA/QC certification service provider must carry out thorough research into spare parts requirements. Experience to date has shown that the quantities prescribed by manufacturers of some of the spare parts in standard spare part packages, are not sufficient, particularly fast moving spares such as filters, tyres, v-belts etc.

### **6.11 Maintenance Periods**

All maintenance, servicing and relocation of equipment are to be conducted outside the operational working hours, or during non-operational days. The QA/QC certification service provider shall show when these actions are to be conducted in the work plan.

### **6.12 Insurances**

The clearance contractor shall take out all risk insurance (Refer to Clause 8 of UNDP General Conditions of Contract for Services) and other requirements laid out in IMAS and EBMCS as follows:

1. Personal accident. (Refer to EBMCS)

- All staff employed by demining contractors shall be provided with insurance coverage at no cost to the individual. The coverage should include;
  - Coverage for trauma orientated injuries and death.
  - The minimal amount of compensation for total permanent disablement and death shall be 100.000 USD.
  - Partial permanent disablement should be compensated according to the percentage of impairment and disability.
  - Temporary complete and partial impairment and disability should be compensated on a weekly indemnity basis.
2. Medical. Sufficient to pay for all medical costs in Turkey or elsewhere, to include the cost of air transport to an appropriate medical facility and repatriations to the employee's country of origin if required.
  1. Public Liability Insurance. (Refer to Clause 8 of UNDP General Conditions of Contract for Services) To cover the offeror in the event that they are sued by a third party who feels that they have suffered a loss as a result of that company's negligence (lack of care). Minimum level of cover US\$2 million for any single occurrence.

### **6.13 Operation Centre Location**

The QA/QC certification service provider shall establish a central operations centre to cover the 3 clearance contracts. The QA/QC certification service provider shall state the location and provide justification during in-country preparation phase.

### **6.14 Communications and Public Relations**

The QA/QC certification service provider shall set up an effective and reliable communications network to enable immediate contact between, as a minimum, the operations centre and all task sites. Work shall not start until communications have been established.

All public disclosures and statements relating to the project shall only be made by NMAC. No press, visitors etc. shall be admitted to the region in order to publicize the project or for other purposes; such activities shall be organized by NMAC if and when necessary.

### **6.15 Equipment and Facilities**

The QA/QC certification service provider shall provide all other equipment, material and services not expressly detailed above.

The QA/QC certification service provider shall have sufficient spare and wear parts to ensure that work is not impaired by the malfunction or wear of any equipment. Such a deficiency will not be accepted as a reason for delayed or incomplete work.

### **6.16 Method Statements**

The QA/QC certification service provider shall provide Standard Operational Procedures (SOPs) in which they will elaborate on the method statements to explain how they will achieve the requirements laid out in the work plan. The SOPs shall contain but are not limited to the method statements outlined below;

- i. Testing, training and evaluation of QA/QC team.
- ii. Operational accreditation of demining Contractors.
- iii. Accreditation of Mine Detection Dogs (MDD)
- iv. Accreditation of mechanical systems.
- v. Organisational QA/QC procedures for contractors (Operational, Administrative and logistical)
- vi. Certification process and reporting.

## **7. OPERATIONAL DELIVERABLES**

### **7.1 Certification QA/QC of Land**

The clearance contractors shall ensure that the land in the areas specified in the contracts have been cleared or verified and 'made safe' to the standard and confidence level required.

The Task Completion Reports will require three signatories:

- Clearance Contractor
- QA/QC Service Provider
- UNDP TAT

The cleared land shall be handed over to NMAC, upon submission of the relevant task Completion Reports; handover shall take place within one month of the signing of the task Completion Reports.

The Handover Document shall require four signatories:

- Mine Clearance contractor
- QA-QC Service Provider
- UNDP TAT
- NMAC
  
- Land Forces (responsible units)

## **7.2 Reporting**

The QA/QC certification service provider shall provide weekly progress reports to UNDP TAT that shall include.

- Report period
  - Dates of inspections
  - Locations visited
  - Organisations visited
- Administrative
  - Personnel status
    - Leave
    - Sick
    - Security (Awaiting clearance)
- Logistical
  - Vehicle status
  - Support equipment status
  - Accommodation status
- Operations
  - Progress as per operational plan
  - Updated Gantt chart
  - External QA/QC reports
  - Incidents/Accidents
  - Non conformities
- Communications
  - Communication network diagram
  - Contact details
  - Personal Call signs and contact numbers.

## **7.3 Task Completion Report**

The QA/QC certification service provider shall conduct external QA on the clearance contractor's task completion report. The contractor shall prepare (and the QA/QC certification service provider shall QA) a report on completion of the tasks, which shall include the following information:

- Copy of initial Task Dossier
- Accurate perimeter record of the cleared area drawn to scale
- Details of areas cleared by which asset (Manual/Mechanical/MDD)

- Areas confirmed through Technical Survey (No records available)
- Areas cancelled
- Clearance depths
- Number of teams/assets employed on the site, hours worked
- All daily logs
- A list of any mines located and destroyed during clearance. The positions of each shall be recorded
- All internal and external QA/QC reports
- Any incident/accident reports
- A comparison of what has been cleared with the original minefield records.
- A formal declaration that indicates that all the land cleared is safe for use.
- The task completion certificate. (To be provided by QA/QC certification service provider on completion)

All documentation used in the QA/QC reports shall be submitted in fully completed form with vetted signature.

#### **7.4 Lessons Learned**

The QA/QC certification service provider is required at the end of the contract to provide an objective and detailed analysis of the clearance process used and its effectiveness. Of particular interest is the accuracy of the minefield records. This will help inform future phases of work. UNDP TAT will discuss with the service provider the topics to be covered as the work develops but well before its conclusion.

The lessons learned report may form part of the post project report but it shall be a distinct part of it.

#### **7.5 Post Project Report**

Once all works are completed, the QA/QC certification service provider shall prepare a final report to include at least the following information:

- A summary of the entire work with copies of the progress reports as attachments
- A report on project lessons learned.
- A formal declaration stating that the project areas contain no mines within the depths specified in the contract.

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

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[insert: Location]

[insert: Date]

To: UNDP Turkey Country Office Birlik Mah. Katar Cd. No. 11 06610 Cankaya-Ankara

Dear Sir/Madam:

We, the undersigned, hereby offer to provide **Certification and Quality Control services for mine clearance services of border minefields on the Eastern border of Turkey** in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.
- e) Our participation in tenders is not temporarily or permanently prohibited as per the restrictions set forth by Turkish Public Procurement Authority in accordance with relevant laws including the Governmental Decree numbered 2009/14973 and dated 20.04.2009 and the Provisions of Laws no 2886, 4734, 4735, 3238 and other regulations, as well as persons convicted of crimes in the scope of the Law for the Fight against Terrorism no. 3713 or of organized crimes or convicted to bribe to officials in his country or in foreign country.
- f) We accept that UNDP is under no obligation to provide detailed justification for any award decision,

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 upon the deadline for submission of proposals.

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 accept that UNDP is not bound to award a contract to any Offeror.

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<sup>4</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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: \_\_\_\_\_

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

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### Proposer Information Form<sup>5</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No **UNDP-TUR-RFP-PROJ(DEM)-2015/08**

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 in demining for the past five (5) years		
10. Latest Credit Rating (if any)		
11. 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>		
12. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
13. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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<sup>5</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



Joint Venture Partner Information Form (if Registered)<sup>6</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No **UNDP-TUR-RFP-PROJ(DEM)-2015/08**

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

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

<sup>6</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT

**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 /JV/Consortium:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel, and equipment capabilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Management Structure:** Please provide a management plan describing the human resource strategy towards implementing this contract. Explain the use of Turkish services and facilities (to be maximised unless better value for money can be achieved with other resources). Include an organization chart for the management of the work describing the relationship of key positions and designations.

**1.2 Recruitment methodology:** Please provide the recruitment, methodology and justification for recruitment of Staff both National and/or International (This should include a cost benefit analysis and skills assessment)

**1.3 Staff Time Allocation:** Please provide a spreadsheet to show justification for staffing levels to ensure achieving contract completion in the limited demining season available. Show the activities of each staff member and the time allocated for his/her involvement. Highlight planned working hours for office and field teams, it should be noted that in May, first light is as early as 04.30 and last light 19.00 (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 prior written approval of the UNDP. If substitution is unavoidable it will be with a person who has the required qualifications in this RFP, as the person being replaced, and subject to the approval of UNDP. No increase in contract price will be considered as a result of any substitution.)

**1.4 Equipment Capabilities:** Please provide a list of key equipment and systems to be used, with names of manufacturer and model type. If relevant, please provide a proof that an export license will be granted by the manufacturer. It shall be stated if no export licence is

required. Any previous accreditation documents or test results should also be provided for the purpose of desktop accreditation.

## **SECTION 2 - WORK PLAN, Implementation and Approach**

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

2.1. Approach to the Service/Work Required: Please provide a detailed work plan that explains how the contract will be achieved within the allocated time, cost, scope and quality performance targets set out in the EBMCS. The work plan must clearly state what is required, how it will be achieved, when it will be achieved and by whom, using which specialist equipment and resources. The plan should be broken down into stages to define key targets and expected outputs, keeping in mind the appropriateness to local conditions, work environment and demining seasons

- a. Contract start up and initiation;
  - i. Mobilization
  - ii. Travel arrangements with dates
  - iii. Equipment shipping arrangements with dates
  - iv. Arrangements for work permits
  - v. Arrangements for security clearance
  - vi. Setting up testing facilities for accreditation.
  - vii. Internal training and accreditation plan (Outlining what work specific training will be undertaken) and expected time required to achieve operational accreditation.
- b. Contract implementation stages;
  - viii. Projected start date. 15 February 2016
  - ix. Start operations
  - x. Projected outputs
  - xi. Close down dates for operations during the winter stand down period 2016/17
  - xii. Start operations 2017
  - xiii. Projected outputs
- c. Contract close down;
  - i. Final certification and handover of cleared land November 2017
  - ii. Projected outputs
  - iii. Contract completion date.
  - iv. Demobilisation

v. Post contract report

- d. A Work Schedule in the form of a Gantt chart indicating the detailed sequence of activities that will be undertaken and the corresponding outputs.

2.2. QA/QC, certification methodology: The Proposer shall provide method statements as to how it will conduct QA/QC, certification, which shall be included in the Proposer's SOPs, The following method statements should be included;

- a. Testing, training and evaluation of QA/QC team.
- b. Operational accreditation of demining Contractors.
- c. Advising and training of national counterparts in the NMAC.
- d. Accreditation of Mine Detection Dogs (MDD)
- e. Accreditation of mechanical systems.
- f. Organisational QA/QC procedures for contractors
- g. Certification process and reporting.

2.3 Logistical plan: The Proposer shall demonstrate how it will support its QA/QC inspectors in the field by providing a detailed logistical support plan.

- a. Operations centre.
- b. Accommodation.
- c. Accommodation in remote locations.
- d. Food and water supply.
- e. Vehicle support to include service and maintenance
- f. Equipment support to include servicing and maintenance
- g. Communications
- h. Medical
- i. Accreditation material for MDD and Mechanical testing

2.4 Internal Quality Assurance and Control Mechanisms: The Proposer shall provide method statements as to how it will conduct its internal Quality Assurance and Control, these method statements should be included in the Proposer's SOPs.

2.5 A health and safety plan: Proposer shall provide method statements as to how it will apply its health and safety policy, which shall also be included in the Proposer's SOPs

2.6. Subcontracting: Please explain if any work will be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention shall be given to providing a clear picture of the role of each subcontractor entity and how the contractor and subcontractors shall function as a team.

2.7. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this contract that may impact achievement and timely completion of expected results as well as their quality. Please submit a comprehensive assessment of risks and hazards likely to be faced during the contract by the clearance contractor and any subcontractor shall be submitted in a risk assessment.

2.8. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this contract for reporting to the TAT PO, including a reporting schedule.

2.9. Capacity Building: Please demonstrate their project/contract implementation experiences and familiarity with the key issues confronting Turkey, green borders, and international obligations for demining. The management team and project staff must have the ability to understand and relate to local communities. Business ties to the community should be substantiated and reflected in the corporate form chosen by the proposer (consortium, JV, or lead contractor)

2.10. Understanding of Local Context: The proposers shall demonstrate their project/contract implementation experiences and familiarity with the key issues confronting Turkey and its borders, understanding of and ability to relate with local culture and business environment.

### SECTION 3: PERSONNEL

**3.1 Qualifications of Key Personnel:** Provide the CVs for key personnel (Project Manager, Field Supervisors, Medical Officers, Team Leaders and Administration and Logistic managers) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience</b> (Date from – Date to):		
<b>Language Skills:</b>		
<b>Education</b> (from most recent):		
<b>Relevant Experience (from most recent):</b>		
<b>Period: From – To</b> (mm/yy – mm/yy)	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<b>Credentials or Professional Training relevant to Expertise</b>		
<b>Declaration:</b>		
<p>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.</p> <p>_____</p>		
Signature of the Nominated Personnel		Date Signed

## Section 7: Financial Proposal Submission Form

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Form FIN 1  
Date

To: **United Nations Development Programme**  
**UN House,**  
**No. 11, Katar Street**  
**Ankara, Turkey**

Subject: Provision of Certification and Quality Control services for mine clearance services of border minefields on the Eastern border of Turkey.

Project Title: Socioeconomic Development through Demining and Increasing the Border Surveillance Capacity at the Eastern Borders of Turkey

RFP Reference No: **UNDP-TUR-RFP-PROJ(DEM)-2015/08**

Dear Sirs:

We, the undersigned, offer to provide the Certification and Quality Control services for mine clearance services of border minefields on the Eastern border of Turkey in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal dated [Insert Date].

Our attached Financial Proposal is for the amount of Lump Sum [Indicate the total amount quoted for the corresponding lot] [Insert amount(s) in words and figures with currency].

Our Financial Proposal shall be binding upon us until expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail: \_\_\_\_\_

## **IMPORTANT NOTES FOR PREPARATION OF FINANCIAL PROPOSALS:**

1. The Proposers shall prepare their financial proposals in the format provided below. A Proposer's failure to submit its financial proposal in a format different than the one provided here, may lead to automatic disqualification of that proposal.
2. 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.
3. Financial proposal for shall be submitted in one (1) original, three (3) hard copies, and one (1) soft copy in the form of CD/DVD. // two separate envelopes; one labelled as "ORIGINAL" comprising one(1) hard and one(1) soft copies, the other labelled as "COPY" comprising three(3) hard and one(1) soft copies of the financial offer. The soft copies shall be presented in the form of CD/DVD.  
All electronic files for financial proposal shall be in Excel format. CD/DVD must be clearly labelled with the Proposer Name and Lot Number.  
In case of a discrepancy between hard and soft copies of the financial proposal, the original hard copy shall prevail.
4. If the proposer is a JV/Consortium, the financial proposal shall be signed by the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the JV/Consortium. In this case, the designated lead entity's Power of Attorney to sign on behalf of the JV/Consortium shall also be presented.
5. The Proposers shall quote lump sum fixed prices for QA/QC services to be provided for each lot to be completed by the mine clearance contractor(s). Therefore, the prices quoted by the successful Proposer for QA/QC services to be provided for each lot shall not be subject to change during contract implementation period for whatsoever reason.
6. The Proposers shall calculate their lump sum prices for QA/QC services to be provided for each lot to be completed by the mine clearance contractor(s).
7. While the information for the size of land and the number of mines for most of the minefields (MTR) are given in the price schedule, there are some minefields for which either the sizes of land or number of mines or both are unknown. The Proposers shall quote their lump sum prices for QA/QC services to be provided for each lot to be completed by the mine clearance contractor(s). The Contractor shall not be entitled to any additional payment from UNDP during contract implementation, in excess of the prices it quotes in its financial proposal for provision of QA/QC services for those lots.
8. The total lump sum price quoted by a Proposer for provision of QA/QC services (for all three lots to be completed by the mine clearance contractor(s)) in the following price schedule shall be the basis of financial evaluation. The total lump sum price quoted by the Proposer who receives the highest combined score (technical + financial) in the evaluation shall be the contract price. This price shall not be subject to change for whatever reason during contract implementation period.

The Proposers shall prepare a detailed 'Human Resources Schedule' as per the enclosed template, over the contract duration foreseen as 22.5 months with an estimated starting date of 15 January 2016. In this HR Schedule, the proposers should clearly demonstrate the planned workdays of the key personnel stated in the proposal, namely one 'Project Manager', one 'Logistics/ Administrative Manager', and nine 'QA/QC Inspectors' (3 for each LOT) and other staff as appropriate.

The total working days for each key personnel stated in this Schedule shall be the same as the ones stated in the Price Schedule. 'Grand total of LOT1, LOT2 and LOT3', quoted in the Price



Schedule.

### PRICE SCHEDULE

	UNIT	Unit Price (US\$) (UP)	LOT 1		LOT 2		LOT 3		QUANTITY* (I + II + III)
			Qty (I)	Total Price (US\$) (UP x I)	Qty (II)	Total Price (US\$) (UP x II)	Qty (III)	Total Price (US\$) (UP x III)	
Project Manager	man/day								
Administration and Logistics Manager	man/day								
QA/QC Inspectors	man/day								
Other Staff	man/day								

LOT 1  
Price

A

LOT 2  
Price

B

LOT 3  
Price

C

<b>TOTAL PROPOSAL PRICE (A+B+C)=</b>	
--------------------------------------	--

**\*The quantities shall match with the Human Resources Schedule**

These unit prices are the fixed prices of man/days to be invested by the service provider staff. The proposers shall include travel, accommodation and all other associated costs in the unit prices quoted for man/days. The contractor shall not be entitled to any additional payment except for the actual man/days invested by each of its staff as approved by UNDP.

UNDP does not warrant that the quoted man/days will be received from the service provider. The actual number of man/days to be invested by each staff of the service provider will depend on the realised man/days in line with the quarterly workforce plan approved by UNDP.

**Note:** 'TOTAL PROPOSAL PRICE (A+B+C)' will be the basis for financial evaluation.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

### **HUMAN RESOURCES SCHEDULE as Attachment of PRICE SCHEDULE**

Below 'Human Resources Schedule' and its summary is an integral part of the Price Proposal. In case of a conflict between the three, the number of man/days stated in the Human Resources Schedule shall prevail and Price Proposal and Human resources Schedule Summary shall be corrected accordingly.

		Months							TOTAL
	UNIT	Month 1	Month 2	Month ...	Month ...	Month 21	Month 22	Month 23	
Project Manager	man/day								
Administration and Logistics Manager	man/day								
<b>LOT I</b>									
QA/QC Inspector 1	man/day								
QA/QC Inspector 2	man/day								
QA/QC Inspector 3	man/day								
Other Staff	man/day								
<b>LOT II</b>									
QA/QC Inspector 1	man/day								
QA/QC Inspector 2	man/day								
QA/QC Inspector 3	man/day								
Other Staff	man/day								
<b>LOT III</b>									
QA/QC Inspector 1	man/day								
QA/QC Inspector 2	man/day								
QA/QC Inspector 3	man/day								
Other Staff	man/day								

**SUMMARY TABLE for HUMAN RESOURCES SCHEDULE**

		Number of Units			
	UNIT	LOT 1	LOT 2	LOT 3	GRAND TOTAL FOR LOT 1+ LOT 2+ LOT3
Project Manager	man/day				
Administration and Logistics Manager	man/day				
QA/QC Inspectors	man/day				
Other Staff	man/day				

## Section 8: FORM FOR PROPOSAL SECURITY

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

---

To: UNDP  
*[Insert contact information as provided in Data Sheet]*

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

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

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

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

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

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

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

## Section 9: FORM FOR PERFORMANCE SECURITY<sup>7</sup>

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

---

To: UNDP  
[Insert contact information as provided in Data Sheet]

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

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

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

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

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

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<sup>7</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

## Section 10–Forms

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The forms herein shall be submitted by the Proposers. All the forms must be printed on company letterhead, signed, stamped and dated. The corresponding attachments should be attached, the attachments if already certified by notary public or certified accountant shall not be signed, dated, stamped by the Proposer.

In case of Joint Ventures, all forms shall be signed, dated and stamped by each member of the JV.

The forms herein include:

- Form 1: Proposer Information Sheet
- Form 1-a: Data on Joint Venture/ Consortium (inc. Statement of Joint Venture Declaration or the Consortium Agreement)
- Form 2: Litigation History
- Form 3: Statement of Declaration for Eligibility in Tendering Processes
- Form 4: Similar Demining Certification, QA/QC Services for Demining Experience
- Form 5: Average Annual Works Supervision Turnover Over the Past 3 Years
- Form 6: Declaration of Financial Status

**Proposers shall meet all five pass/fail criteria (PF0 through PF4) in order to be considered for further evaluation of their proposals. If a Proposer does not meet any one of the pass/fail criteria as stipulated in ‘PASS/FAIL ELIGIBILITY TABLES’, it does not need to proceed with completion of proposal documents.**

<b>Forms</b>	<b>Part I: Pass/ Fail Eligibility Criteria</b>
<b>Form 1: Proposer Information Sheet</b>	<b>PF 1 PF2</b>
<b>Form 2: Litigation History</b>	<b>N/A</b>
<b>Form 3: Statement of Declaration for Eligibility in Tendering Processes</b>	<b>PF1 PF2</b>
<b>Form 4: Similar Demining Certification, QA/QC Services for Demining</b>	<b>PF3</b>
<b>Form 5: Average Annual Works Supervision Turnover Over the Past 3 Years (2012, 2013, 2014)</b>	<b>PF4</b>
<b>Form 6: Declaration of Financial Status</b>	<b>N/A</b>

**Form 1: Proposer Information Sheet** (to be printed on company letterhead, signed, dated and stamped)  
(PF1, PF2)

No	Subject	Explanation
1	Legal Name	
2	Country of Registration	
3	Year of Registration	
4	Role (if Proposer is a JV/Consortium)	<div> <input type="checkbox"/> Lead Entity with a share of ...%           <input type="checkbox"/> Member with a share of ...%         </div> <div> <input type="checkbox"/> Member with a share of ...%         </div>
5	Legal address in the country of registration (please attach original or notarized copy of registration to Chamber of Commerce and Membership to any Association in Turkey or Abroad)	Address:  Tel:  Fax:
6	Authorized Representative Information	Name:  Title:  Address:   Tel:  Fax:  Email:
7	Certificates demonstrating Quality Assurance/Control Mechanism/System in place owned by the Proposer	
8	Attachment(s)	(i) Notarized copy of the document(s) (e.g. trade registration gazette or equivalent etc.) that prove(s) the constitution of the Company named as the Proposer, above.  (ii) Notarized copy of the document(s) (e.g. trade registration gazette or equivalent etc.) that demonstrate(s) change(s) (i.e. title, address, shareholding structure) and current status of the Company, named as the Proposer, above.

No	Subject	Explanation
		<p>(iii) Signature Circular and/or Power of Attorney, demonstrating authority to sign on behalf of the Proposer, certified by the notary public.</p> <p>(iv) In case of joint venture/consortium Form 1.a shall be co-signed by all the JV /Consortium members.</p>

Name:

Title:

Date:

Signature:



**Form 1-a: Data on Consortium / Joint Venture**

**(PF1, PF2)**

**DATA ON CONSORTIUM /JOINT VENTURE**

**CONSORTIUM:**

No	Name of Consortium Partner	% of Share	Responsible portion of the Works	Legal Address	Date of Registration to Register of Commerce or other agency registering the commercial activity	Signature
1	Coordinator Partner					
2	Partner					
3	Partner					

For Consortiums, companies shall attach their Consortium Agreements

# JOINT VENTURE

No	Name of JV Partnership	% of Share	Legal Address	Signature
1	Lead (Pilot) Entity .....			
2	Member 1 .....			
3	Member 2 .....			

Notarized copy of Consortium and/or Joint Venture Declaration below will be attached to this data sheet. For JV, several and joint liability for whole performance of the Contract must be clearly stated.

## Statement of Joint Venture Declaration

### JOINT VENTURE DECLARATION

**RFP No: UNDP-TUR-RFP-PROJ(DEM)-2015/08**

We have entered into a private joint venture in order to submit joint tender to **RFP for provision of Certification, Quality Assurance and Quality Control services for demining of border minefields on the Eastern border of Turkey under the Project for “Socioeconomic Development through Demining in Eastern Borders of Turkey”** tendered by **United Nations Development Programme(UNDP)** and perform and prosecute the work after concluding the contract if we are awarded the contract. If we are awarded the contract, the joint venture agreement shall be notarized and submitted to the Contracting Entity before the contract is concluded. Lead (pilot) entity of our joint venture shall be .....[*indicate name of the Lead Entity*]..... until the completion of work.

If we are awarded the contract as a result of the joint tender that we submit, we hereby declare, accept and guarantee that the contract shall be signed by all partners and our partner indicated as the lead (pilot) entity shall have the full power to act for and on behalf of our joint venture in respect of all issues concerning the contract, and that each of us shall be jointly and severally liable for performing the works and commitments within the subject and scope of the contract that will be concluded as well as fulfilling the obligations arising from the contract and undertaken by our joint venture, and that we shall not leave the private joint venture that we have established, otherwise **UNDP** shall be authorized to terminate the contract and register the performance bond as revenue, and that all communications and notifications to the lead (pilot) company shall be deemed to be made to our joint venture, the lead (pilot) entity and the remaining partners of the joint venture shall undertake all obligations and liabilities of the work including the performance bond in the events of death, bankruptcy, heavy disease, detention or imprisonment to the extent to limit the freedom or dissolution of any of the partners in the joint venture except for the lead (pilot) partner before the subject work is completed.

No	Name of the Partner in the JV	Percentage Share*
1		
2		
3		

	Lead Entity	Partner	Partner
Name			
Date			
Signature			
Stamp			

\* Lead entity's share cannot be less than 50 %

\*\* Share of the remaining partner(s) shall not be less than 20%

**Form 2: Litigation History**

LITIGATION HISTORY
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Please provide information on the history of litigation or arbitration resulting from contracts during the last 5 years or under execution.

Year	Litigation/Arbitration is AGAINST to (Legal Entity, Real Persons, etc)	Cause of Litigation & relevant details	Amount disputed (US\$)

Signature:

Date: .....

*(Signed by the duly authorized representative of the Contractor)*

**Form 3: Statement of Declaration for Eligibility in Tendering Processes**

**(PF1,PF2)**

To:  
United Nations Development Programme (UNDP)  
Birlik Mahallesi 2. Cadde No:11  
Cankaya – ANKARA  
TURKEY

Date: .....

To: UNDP Turkey

We, the undersigned, apply for Contract/s on Certification, Quality Assurance and Quality Control services for demining of border minefields on the Eastern border of Turkey and declare that:

(a) We have examined and have no reservations to the RFP, including any Annexes, Addendum (or Addenda to same effect), issued by the procuring UNDP entity in accordance with RFP.

(b) We understand that you may cancel the RFP process at any time and that you are not bound to accept any proposal that you may receive, without incurring any liability to the Proposers.

(c) We are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UNDP to provide consulting services for the preparation of documents to be used for the clearance services to be procured.

(d) As of the date of this statement of declaration, we are not in the circumstances of disqualification or restriction and we are not in the circumstances of those, (including the exclusion provision as indicated in Article 2), that cannot participate in the procurement. If any change occurs in this case declared, we undertake to notify the UNDP the Contracting Entity promptly.

(e) We hereby declare that our participation in tenders is not temporarily (until the end of this period) or permanently prohibited as per the restrictions set forth by Turkish Public Procurement Authority in accordance with relevant laws including the Governmental Decree numbered 2009/14973 and dated 20.04.2009 and the Provisions of Laws no 2886, 4734, 4735, 3238 and other regulations, as well as persons convicted of crimes in the scope of the Law for the Fight against Terrorism no. 3713 or of organized crimes or convicted to bribe to officials in his country or in foreign country.

(f) We understand that Offerors that have presented offers for RFP (Demining) are precluded from participating in this bidding exercise.

The following information shall be used by UNDP to notify us:

Name
Title
Address:
Tel:
Fax:



**Form 4: Similar Demining Certification, QA/QC Services for Demining Experience** (to be printed on company letterhead, signed, dated and stamped)  
(PF3)

Proposer's Legal Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Replicate the following table and enumerate accordingly for each similar certification, QA/QC for demining experience.

Ref No: ...	Project title				
Award Date (MM/YYYY)	Completion Date (MM/YYYY)	Total Contract Amount in original currency	Total Contract Amount (USD)	Proportion of the total contract amount carried out by the Proposer (%)	Employer
		... (original currency)			
Detailed description of project			Type of services provided		

The information above complies with the following conditions:

- \* References include works completed in 2010, 2011, 2012, 2013 and 2014
- \* Substantiated by the **attached original or notarized copies of certificates, prepared as per the template 'SAMPLE SERVICE/WORK COMPLETION CERTIFICATE' provided Section 10 , or in another format of official documents that contain the same information in the template.**  
Clearance or Handover Certificates should include information contained in work completion certificate
- \* Similar experience is the demining certification, QA/QC services for demining. Please use UN official exchange rates valid on 1 December of the respective year (in which the work is completed), available at the following link for the conversion of contract amounts to USD:  
<http://treasury.un.org/operationalrates/OperationalRates.aspx>

Name  
Title  
Date  
Signature

**Form 5: Average Annual Works Supervision Turnover (Demining, Construction, Civil Works or Defense Industry) Over the Past 3 Years (2012,2013,2014) (to be printed on company letterhead, signed, dated and stamped (PF4)**

Proposer's Legal Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Annual Works Supervision Turnover				
	Amount*	Currency	Conversion Rate	USD Equivalent
2012				
2013				
2014				
<b>Average</b>				

The information above complies with the following conditions:

- \* Average Annual Works Supervision Turnover: Turnover is calculated as total certified works completed. Attach work completion certificates and other documentation certifying the amount of works supervision contracts turnover.

Please use UN official exchange rates valid on 1 December of the respective year (in which the work is completed), available at the following link for the conversion of contract amounts to USD: <http://treasury.un.org/operationalrates/OperationalRates.aspx>



**Form 6: Declaration of Financial Status**

## DECLARATION OF FINANCIAL STATUS

Cash and Credit position as of submission date				
BANK	Available Cash (US\$)	Unused		
		Cash Credit (US\$)	Credit Letter (US\$)	
				GRAND TOTAL
TOTAL (US\$)		A	B	A+B

## SAMPLE SERVICE/WORK COMPLETION CERTIFICATE

Number: .....

Date: .....

1. Employer	
2. Name of work and contract number	
3. Location of work	
4. Scope of work	
5. Name, Surname or Trade Name of Contractor	
6. If the Contractor is Joint Venture; partners and partnership rates, if consortium; partners and work accomplished and amount	
7. Date of Contract	
8. Date of Handover/Final Acceptance	
9. Initial contract amount (US\$)	
10. Final contract amount (US\$)	
11. Final contract amount certified for Contractor's share/portion, in the JV or Consortium, as applicable. (US\$)	

This certificate is issued upon a formal contractual agreement between the Employer and the Contractor.

Official Name and Seal of the  
Employer

## Section 11: (Example) Contract for Professional Services

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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 "QA/QC Provider") 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 QA-QC Provider 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 QA-QC Provider's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the QA-QC Provider 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 QA-QC Provider

- 2.1 The QA-QC Provider shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The QA-QC Provider shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....	.....	.....	.....
------	-------	-------	-------

- ....
- 2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 2.4 The QA-QC Provider shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The QA-QC Provider shall submit to UNDP “monthly progress payments” indicating the number of cleared minefields certified by the QA-QC Provider and UNDP. The “monthly progress payment certificates” to be prepared by the QA-QC Provider shall be approved by UNDP. The payments shall be effected upon acceptance and approval of the “monthly progress payment certificates” and associated invoices by UNDP.
- 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 QA-QC Provider by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The QA-QC Provider 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.

### 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 QA-QC Provider an estimated contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The unit man-day prices of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the QA-QC Provider in the performance of the Contract.
- 3.3 Payments effected by UNDP to the QA-QC Provider shall be deemed neither to relieve the QA-QC Provider of its obligations under this Contract nor as acceptance by UNDP of the QA-QC Provider's performance of the Services.
- 3.4 UNDP shall effect payments upon acceptance and approval of the “monthly progress payment certificates” and associated invoices to the QA-QC Provider to the address specified in 9.1 below:

Invoices shall indicate the actual number of man-days invested by the service provider's staff in each respective month.

- 3.5 UNDP shall effect payments to the QA-QC Provider through “Monthly Progress Payments”.

“Monthly Progress Payment” requests shall be accompanied by the Task Completion Reports which will include the quantity and location of the cleared and certified minefields in all of the three LOTs. .

The Task Completion Reports shall be signed by the Clearance Contractor, QA/QC Service Provider and UNDP TAT.

The monthly progress payment request (progress payment certificate) to be prepared by

the QA/QC service provider shall be co-signed by UNDP TAT and approved by UNDP.

#### 4. Special conditions

4.1 The Performance Guarantee referred to in Clause 10 of the General Conditions has been submitted by the QA-QC Provider for an amount of USD ... (10% of the total contract amount).

4.2 The quantities (i.e. man/days) proposed may be reduced as the number of minefields to be cleared may be reduced due to reasons unforeseen at the time of contract award or the exigencies of the requirement of Government of Turkey.

#### 4.3 SUSPENSION

4.3.1 UNDP may suspend, for a specified period of time not exceeding thirty (30) days, in whole or in part, payments to the QA/QC Service Provider and/or any of the QA/QC Service Provider obligations under this Contract, if, in the UNDP' sole determination:

(a) any condition arises which interferes, or threatens to interfere, with the successful carrying out of the work or services under this Contract, the UNDP Project or the accomplishment of the purpose thereof, or with the performance by either party of its obligations under this Contract; or

(b) the QA/QC Service Provider shall have failed, in whole or in part, to perform any of its obligations under this Contract.

4.3.2. Notice of such suspension shall be given by UNDP to the QA/QC Service Provider, specifying the duration of the suspension. The suspension shall take effect seven (7) days after such notice.

4.4 "Section 15.1 of the UNDP General Conditions (Annex 1) is amended as follows:

"15.1 Notwithstanding any suspension, 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."

#### 4.5 ACCESS TO SITE

UNDP and any persons authorized by UNDP shall at all times have access to the Works and to the Site and to all workshops and places where work is being prepared for the Works and the QA/QC Service Provider shall afford every facility for and every assistance in or in obtaining the right to such access.

#### 4.6 REMOVAL OF PERSONNEL

Any costs or expenses resulting from any withdrawal or replacement of persons shall be borne by the QA/QC Service Provider.

#### 4.7 WAYLEAVES

The QA/QC Service Provider shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The QA/QC Service Provider shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the services.

#### 4.8 SECURITY OF QA-QC PROVIDERS' PERSONNEL AND ASSETS

The QA/QC Service Provider is responsible for security of all its personnel and assets. The QA/QC Service Provider must adopt a flexible operational approach integrated with a proactive security risk assessment and management system. This includes details such as security arrangements during travel, in international staff accommodation and at work sites. It includes any assumptions made and key details such as contingency plans, policy on the use of safe havens, personnel protective equipment, etc.

The QA/QC Service Provider is responsible for providing and ensuring that all personnel engaged in activities is issued with the correct protective clothing and equipment.

#### 5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider:

\_\_\_\_\_ **[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 QA-QC Provider 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 QA-QC Provider and \_\_\_\_\_ **[NAME AND TITLE]** UNDP.

9. Notifications

- 9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the QA-QC Provider are as follows:

**For the UNDP:**

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

**For the QA-QC Provider:**

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: \_\_\_\_\_



## **SECTION 12: UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0 LEGAL STATUS:**

The QA-QC Provider shall be considered as having the legal status of an independent QA-QC Provider vis-à-vis the United Nations Development Programme (UNDP). The QA-QC Provider's personnel and sub-QA-QC Providers 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 QA-QC Provider shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The QA-QC Provider 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 QA-QC PROVIDER'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **5.0 SUB-CONTRACTING:**

In the event the QA-QC Provider requires the services of sub-QA-QC Providers, the QA-QC Provider shall obtain the prior written approval and clearance of UNDP for all sub-QA-QC Providers. The approval of UNDP of a sub-QA-QC Provider shall not relieve the QA-QC Provider 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 QA-QC Provider warrants that no official of UNDP or the United Nations has received or will be offered by the QA-QC Provider any direct or indirect benefit arising from this Contract or the award thereof. The QA-QC Provider agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**



The QA-QC Provider 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 QA-QC Provider, or the QA-QC Provider's employees, officers, agents or sub-QA-QC Providers, 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 QA-QC Provider, its employees, officers, agents, servants or sub-QA-QC Providers. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider or its agents, servants, employees or sub-QA-QC Providers 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 QA-QC Provider'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 QA-QC Provider shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

The QA-QC Provider 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 QA-QC Provider.

**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 QA-QC Provider. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the QA-QC Provider, subject to normal wear and tear. The QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider: (i) that pre-existed the performance by the QA-QC Provider of its obligations under the Contract, or (ii) that the QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider shall not advertise or otherwise make public the fact that it is a QA-QC Provider with UNDP, nor shall the QA-QC Provider, 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the QA-QC Provider is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The QA-QC Provider 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 QA-QC Provider of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the QA-QC Provider 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 QA-QC Provider acknowledges and agrees that, with respect to any obligations under the Contract that the QA-QC Provider 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 QA-QC Provider, in which case UNDP shall reimburse the QA-QC Provider for all reasonable costs incurred by the QA-QC Provider 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 QA-QC Provider except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the QA-QC Provider be adjudged bankrupt, or be liquidated or become insolvent, or should the QA-QC Provider make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the QA-QC Provider, 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 QA-QC Provider 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 QA-QC Provider shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the QA-QC Provider authorizes UNDP to deduct from the QA-QC Provider's invoice any amount representing such taxes, duties or charges, unless the QA-QC Provider has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the QA-QC Provider to pay such taxes, duties or charges under protest. In that event, the QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The QA-QC Provider 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 QA-QC Provider, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

The QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider, 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 QA-QC Provider's personnel or any other person who may be engaged by the QA-QC Provider 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 QA-QC Provider's personnel or such other person who may be engaged by the QA-QC Provider to perform any services under the Contract.

### **23.0 SECURITY:**

**23.1** The QA-QC Provider 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 QA-QC Provider'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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider 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 QA-QC Provider generally. The right of UNDP to conduct an investigation and the QA-QC Provider's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The QA-QC Provider 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 QA-QC Provider's obligation to make available its personnel and any documentation for such purposes

and to grant to UNDP access to the QA-QC Provider's premises. The QA-QC Provider shall require its agents, including, but not limited to, the QA-QC Provider'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 QA-QC Provider 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 QA-QC Provider. 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 QA-QC Provider and jointly by the UNDP Authorized Official.