

REQUEST FOR PROPOSALS

RFP 2016/5

IMPROVING SOLID WASTE MANAGEMENT AND INCOME CREATION IN HOST COMMUNITIES- REHABILITATION OF AL EKAIDER LANDFILL

PROVISIONS OF CONSULTANCY SERVICES

FOR

PROFESSIONAL ENGINEERING DESIGN REVIEW AND SUPERVISION FOR MSW SANITARY LANDFILL CELL, FOR EXPANSION OF PHYSICAL WASTE DISPOSAL CAPACITY OF AL AKAIDER LANDFILL IN IRBID GOVERNORATE, JORDAN

Sections 1 & 2

Letter of Invitation & Instructions to Proposers

January 2016

Section 1. Letter of Invitation

Amman, Jordan
24th January 2016

RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al-Akaider Landfill in Irbid Governorate, Jordan

Dear Sir / Madam

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

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Form For Proposal Security
- Section 8 – Financial Proposal Form
- Section 9 – Form For Performance Security
- Section 10 – Contract for Professional Services, including General Terms and Conditions
- Section 11– Special Conditions

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

You are kindly requested to submit an acknowledgment letter to UNDP for your intention to participate to the following e-mail address:

Offers.jo@undp.org

Also, UNDP would appreciate your indicating the reason for not intending to participate if so, this will be only for its records.

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

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



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

Yours sincerely,

Hiba Sabanekeh, Operations Manager

End of Section 1

Section 2: Instruction to Proposers¹

Definitions

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

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



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- 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.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protect/ 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://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);

9.4 Financial Proposal (see prescribed form in RFP Section 8);

9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS No. 9-11), see prescribed Form in RFP Section 7);

9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

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

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

11. Amendment of Proposals

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

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and 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 Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS No. 29 and 30).

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and

- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

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

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

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

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS No. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS No. 9), or;
- c) In the case the successful Proposer fails:
 - i. To sign the Contract after UNDP has awarded it;
 - ii. To comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. To furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the affectivity 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 8). 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 No. 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 No. 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 No. 20 and 21).

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

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

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

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

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

Total Combined and Final Rating of the Proposal

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining,

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

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

30. Clarification of Proposals

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

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

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

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_prot_est/ 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 No. 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 effectiveness of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment *(Not Applicable in this RFP)*

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

39. Vendor Protest

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

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

Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Improving Solid Waste Management and Income Creation in Host communities Rehabilitation of Al Akedir Landfill
2		Title of Services/Work:	RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al-Akaider Landfill in Irbid Governorate, Jordan
3		Country / Region of Work Location:	Irbid, Jordan
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal meeting and site visit will be held on:	A compulsory pre-proposal meeting will take place at 10:00 am on 7th February 2016, and a compulsory Site-visit will take place at 10:00 am on 8th February 2016 . Proposers shall confirm its attendance by contacting UNDP's representative as per the following address: Email (offers.jo@undp.org). Venue of Pre-proposal conference: UNDP Jordan Offices P.O. Box 941631 Amman 11194

			<p>STREET ADDRESS Ishaq Al Edwan street Building no. 16 Opposite to Shmeisani Police station</p> <p>SWITCHBOARD/RECEPTIONIST (+962-6) 510-0420</p> <p>FACSIMILE (+962-6) 510-0430</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<p><input checked="" type="checkbox"/> Required Amount: 10,000 USD Form: Refer Section 7</p> <p><input type="checkbox"/> Not Required</p>
10	B.9.5	Acceptable forms of Proposal Security	<p><input checked="" type="checkbox"/> Bank Guarantee (See Section 7 for template)</p> <p><input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check</p> <p><input type="checkbox"/> Other negotiable instrument</p> <p><input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible)</p> <p><input type="checkbox"/> Others [pls. specify]</p>
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<p>120 days from the last day of Proposal submission.</p> <p>Bid Security of unsuccessful Bidders shall be returned.</p>
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<p>Will be imposed under the following conditions:</p> <p>Percentage of contract price per day of delay: 0.5%</p> <p>Max. no. of applicable penalty: 10%</p> <p>Next course of action : Termination of contract</p>
14	F.37	Performance Security	<p><input checked="" type="checkbox"/> Required Amount : 10% of the Contract Price Form: Refer Section 9</p> <p>Also, A deduction of percentage (10%) of each progress claim will be subjected on the approved interim (or monthly) payments as retention as per</p>

			Financial proposal – Terms of Payment (Section 8). <input type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	(5) Calendar days before the deadline submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	Focal Person in UNDP: Procurement Unit Address: Ishaq Al Edwan Street Building no. 16, Opposite to Shmeisani Police Station. Fax No. :+962 6 5100 430 E-mail address dedicated for this purpose: offers.jo@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website http://procurement-notice.undp.org/
19	D.23.3	No. of copies of Proposal that must be submitted	Original : One (1) Copies: One (1) Electronic Versions on USB Keys.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Development Programme P.O. Box 941631, Amman 11194 Jordan Street Address: Ishaq Al Edwan street Building no. 16, Opposite to Shmeisani Police station. The outer envelope should indicate the reference and the title as below: RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal

²This 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.

			Capacity of Al-Akaider Landfill in Irbid Governorate, Jordan
21	C.21 D.24	Deadline of Submission	Date and Time : 14th February 2016, 03:00 PM Local Amman , Jordan Time
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Format : PDF files <u>Please note the financial offer (Section 8 – Price Schedule Form) must be password protected and password must not be provided to UNDP until formally required shortly before Proposal Opening as indicated in No. 24.</u> <input checked="" type="checkbox"/> Max. File Size per transmission: 4.5 Mb <input checked="" type="checkbox"/> No. of copies to be transmitted : 1 <input checked="" type="checkbox"/> Mandatory subject of email: RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al-Akaider Landfill in Irbid Governorate, Jordan
24	D.23.1 c)	Date, time and venue for opening of Proposals	Date and Time: February 15, 2016 12:00 PM Venue: UNDP Premises. Opening will be done internally
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services



		Copy" form only)	<p>being procured</p> <p><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Proposer is not a corporation</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation. <u>(Both national & international entities can attend this RFP. For national entities wishing to submit proposal, an international expert should be on the team; for international entities wishing to submit proposal, the deliverable should abide fully with national laws and regulations as announced by the Ministry of Environment of Jordan. International firms are encouraged to assign licensed engineering local entities; having the authorization to present design documents to permitting authorities in Jordan).</u></p> <p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>Three</i> Clients in terms of provision of similar services during the last 3 years.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>Three Years</i>.</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.</p> <p><input checked="" type="checkbox"/> Certification or authorization to act as Agent on behalf of the Entity, or Power of Attorney, if bidder is not an entity. The requested certificate shall be dated longest two months or later, before the deadline for submission of bids in response to this RFP</p> <p><input checked="" type="checkbox"/> Financial soundness: Proposers shall provide</p>
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			<p>documentary evidence; preferably in the form of latest available audited financial accounts proving that the total average cumulative annual turnover over of the last two years exceeded the amount of U\$ 1,000,000</p> <p><input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p>Through information / documentation on above points, the Bidder must demonstrate proper resources and expertise to tackle all areas involved in this procurement project.</p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.</p>
27		Other documents that may be Submitted to Establish Eligibility	<p>All forms provided under <u>Sections 4 to 6</u> must be filled, signed and stamped</p> <p>Confirmation of non-inclusion of the proposer in the in 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 in the list of vendors sanctioned by UNDP</p>
28	C.15	Structure of the Technical Proposal <i>(only if different from the provision of Section 12)</i>	The required structure provided under <i>Section 6 - Technical Proposal Form</i>
29	C.15.2	Latest Expected date for commencement of Contract	March 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Refer section 16 of the Terms of Reference
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Proposals will be evaluated on the following basis:</p> <p>1. UNDP conducts preliminary examination of Proposals through examining the</p>

			<p>completeness of proposals in respect to minimum documentary requirements and Proposers status against UN Security Council 126/1989. UNDP may reject any Proposal at this stage.</p> <p>2.Compliance with Terms and Conditions of the RFP including required submissions. UNDP will examine the substantial responsiveness of Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation. A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.</p> <p>3.Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Rating the Technical Proposal (TP): $\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$</p> </div> <p>4.Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Rating the Financial Proposal (FP): $\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$</p> </div> <p>5.The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</p>
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			<p>UNDP will award RFP to the most responsive</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>Total Combined Score=</p> <p>(TP Rating) x (Wight of TP (70%)) + (FP Rating) x (Weight of FP (30%))</p> </div> <p>Proposal with highest achieved combined score.</p> <p>Financial Proposal will be evaluated in accordance with the Financial Proposal, Section 7, where the Proposers must show their prices against each type of services in details.</p> <p>Technical Proposals will be evaluated against the given technical scoring as provided in this document. <i>Please see below Annex 1 - Technical Scoring Sheet.</i></p> <p>Financial Proposals will be evaluated in accordance with the set Price Schedule, by adding price of each training classes. <i>Please see Section 7 - Financial Proposal.</i></p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed</p>
34		Conditions for Determining Contract Effectivity	<p><input checked="" type="checkbox"/> Satisfactory and timely services provided as per agreed contract milestones are main factors for the post payment</p>
35		Other Information Related to the RFP	NOT APPLICABLE

ANNEX I - TECHNICAL SCORING SHEETS

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	20%	200					
2.	Proposed Work Plan and Approach	50%	500					
3.	Proposed Personnel	30%	300					
	Total		1000					

Evaluation forms for technical proposals will be as follows. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The technical proposal evaluation forms are as the following:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Specific Experience in the relevant field (Previous and Similar projects (references during the last 7 years))	100					
1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support in terms of the given resources)	50					
1.3	Demonstrated experience globally and in the Middle East	10					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but if properly done, it offers a chance to access specialized skills).	20					
1.5	Relevance of: Work for UNDP and/or other international organizations	20					
Total Form 1		200					

Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	Methodology Statement & Understanding of Scope and project description	200					
2.2	Project Activity (Work) Schedule	100					
2.3	Composition of the Team and Task(s) of each	100					

	member						
2.4	Staff Activity (work) Schedule	100					
	Total Part 2	500					

Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Personnel							
3.1	General Qualifications	50					
3.2	Professional Experience in the area of specialization	100					
3.3	Suitability to the Project	125					
3.4	Language and Computer Skills	25					
	Total Part 3	300					

The hereunder scoring scale system will be applied throughout the technical evaluation process:

Evaluated Criteria	Supporting Evidences	Scoring Scale System
Excellent	Requirements submitted and supported by excellent evidence of ability to support and exceed contract requirements	91% - 100%
Good	Requirements submitted and supported by good evidence of ability to support and exceed contract requirements	90% - 81%
Satisfactory	Requirements submitted and supported by satisfactory evidence of ability to support contract requirements	80% - 70%
Poor	Requirements submitted and supported by marginally acceptable or weak evidence of ability to support contract requirement (Clarification may be required)	69% - 60%
Very poor	Requirements submitted but not supported by evidence to demonstrate ability to comply with contract requirements	59% - 50%
No submission	Information has not been submitted or is unacceptable	0%

PROPOSAL EVALUATION CRITERIA

Criteria	Description
Years in Existence	When the entity was established and number of years in operation (minimum 10 years).
Entity Registration	Provide proof of entity's registration in country of origin (attach copy of registration certificate).
Entity Classification	Provide proof of entity's classification (minimum class A or B). Note: International firms are encouraged to assign licensed engineering local entities; having the authorization to conduct similar works in Jordan.
Profile of the Company	Number of employees, Number of permanent employees, assets, premises, Organizational structure, Registration with Institutions, Regional and Global representation, etc. CVs for minimum 2 key staff members permanently employed by firm. Number of permanent employees.

Criteria	Description
Financial Status	Average cumulative annual turnover of 1,000,000 USD for the last two years.
General Experience	Minimum 5 years' experience of similar or larger size projects.
Relevant Experience	Particular experience in solid waste management and sanitary landfill cells.
Experience in Jordan / Region	Details of contracts completed/ongoing in different countries in the world including the countries in the Region (Middle East) / and especially in Jordan.
Clients' Evaluation	At least two Certificates of satisfactory completion of similar projects of comparable size during the last 5 years. (Assessed by relevance and volume of contracts).

Notes:

During negotiations the consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposal submitted by him, as may be required to adjudge the reasonableness of his price proposal. After achieving this stage successfully, the award will be made to him.

UNDP reserves the right to accept or reject any offer/proposal or all the offers without assigning any reasons thereto.

End of Sections 1 to 2

REQUEST FOR PROPOSALS

RFP 2016/5

IMPROVING SOLID WASTE MANAGEMENT AND INCOME CREATION IN HOST COMMUNITIES- REHABILITATION OF AL AKAIDER LANDFILL

PROVISION OF CONSULTANCY SERVICES

FOR

PROFESSIONAL ENGINEERING DESIGN REVIEW AND SUPERVISION FOR MSW SANITARY LANDFILL CELL, FOR EXPANSION OF PHYSICAL WASTE DISPOSAL CAPACITY OF AL AKAIDER LANDFILL IN IRBID GOVERNORATE, JORDAN

Sections 3

Terms of Reference

January 2016

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1 **BACKGROUND**

The deterioration of the security and humanitarian situation in Syria has forced hundreds of thousands of Syrians to flee and seek refuge in neighbouring countries, including Jordan, placing a considerable burden on local Jordanian host communities and their basic social and economic services. Crowding effects in the local market, in particular with regards to housing and labour, are widely reported in the Northern governorates as is the pressure on basic service delivery, especially solid waste management, where municipalities are unable to meet the demands. In addition, growing feelings of unfairness and exclusion are emerging among Jordanians, especially the poorer and more vulnerable groups.

One of the major issues faced at the regional level is Solid Waste Management (SWM) and Treatment, and the United Nations Development Programme (UNDP) will provide support to the Joint Services Council in the Northern Governorate of Irbid, to improve solid waste management at Al-Akaider dumping site while offering durable solutions for the improvement of social services delivery to the affected population through ensuring that the assistance provided in the current context complements governmental development efforts.

The present Syrian refugee crisis in Jordan and the massive influx of Syrian refugees into host communities in the Northern region since 2011, resulted in a dramatically increased waste generation rates and further stressed the limited airspace and operational capacity of the landfill; ultimately leading to the site's designation as an environmental "hotspot" in Jordan. However, the landfill operators highlighted the fact that MSW intake at the landfill has increased from 900 ton/day in 2010 to 1300 ton/day – largely due to the present drastic influx of Syrian refugees to the host communities in the local municipalities of Irbid and Ramtha. As a result, the existing landfill's infrastructures are almost deteriorated as well as the current landfill's disposal capacity is limited and needs to be extended through the most appropriate planning frameworks to ensure both short and long terms of disposal capacity.

In response to the present Syrian Refugee's crisis in the Northern Governorates of Jordan, UNDP as an executing entity has designed this project earlier in 2014; as an immediate response to address the concerns of the local host communities, focusing solely on Municipal Solid Waste Management (MSWM), treatment and disposal in the Governorate of Irbid; which is currently the most affected area by the influx of Syrian refugees, including rehabilitation of Al-Akaider landfill infrastructure and upgrading the entire waste disposal capacity.

As an emergency response, the envisaged project's activities include constructing a modern, technically-engineered, sanitary landfill cell in the free remaining airspace at the current landfill area; at this stage in order to provide a short term operational capacity for a minimum of 2 years of waste disposal. Basically, the total area currently available is suitable for a landfill cell construction of 50,000 m².

In order to ensure the optimum waste disposal, UNDP will provide the landfill site with a number of specialized machineries and bulldozers, necessary for implementing the appropriate international standards and practices of MSW sanitary waste disposal operations to be carried out later at the new constructed cell.

Within this context, UNDP seeks the engagement of the services of reputable and experienced professional engineering entities for consultancy services to supervise the implementation of the new sanitary landfill cell construction inside Al Akaider landfill site and deliver related full technical support including technical design review, tender assistance, and supervision of construction works. The present TOR details the professional engineering supervision services required for the elaboration of this assignment.

2 **PRESENT SITUATION**

With the Syrian crisis, the number of refugees entering Irbid Governorate has increased the population substantially; and caused a considerable burden on local Jordanian host communities, exacerbating existing vulnerabilities, pressure on national resources, and the governmental and sub-national budgets. Hence, the public basic social, municipal, and economic services in addition to infrastructure are affected and overloaded due to demographic aspects. According to UNHCR reports (January 2015), Jordan is currently hosting over 750,000 Syrian refugees, of which over 55% are settled in the Northern Governorates of Irbid, Mafrq and Ramtha; where approximately 85% of the refugees are living in non-camp settings in the urban and rural areas. The recent increase of the local population represents an additional waste volume of almost 350 tons/ day, which exceeds the current collection capacity and overloads the disposal capacity.

The SWM services are no longer of the same standard as prior to the influx of refugees; hence MSW collection and disposal became the major challenge for local municipalities and Joint Services Councils (JSCs); as the average MSW generation rates have dramatically increased during the last four years, and further stressed the existing MSW collection capacity, the limited airspace and operational capacity of the operating landfill and disposal facilities. Accordingly, the overall situation of the MSWM system in most of local municipalities of Northern Governorate of Irbid is characterized by a massively littered environment; deteriorated MSW collection systems with damaged equipment and vehicles, a total absence of any MSW recycling and inappropriate waste disposal activities in the existing landfill site of Al-Akaider.

Al-Akaider landfill is the second largest landfill in Jordan established in 1983, and covers in total 90 ha. The site is serving more than 70 towns and villages in northern Jordan (serving about 1 Million capita for about 30 years). In addition to MSW being disposed at the landfill, the site receives industrial wastewater that is generated by different industries in the region. The MSW is landfilled, while the industrial wastewater is discharged into earthen ponds at the landfill site, where it is left to be subjected to evaporation. Neither of the landfill cells nor the industrial wastewater ponds is lined.

In addition, there are no leachate and gas collection systems at the site. The waste disposal method currently practiced involves unloading of solid waste openly, where it is subjected to spreading. Compaction is not applied properly due to mechanical failure of the compactor and lack of spare parts. Cover material is obtained from a designated on-site borrow area or with residue from evaporated liquid wastes as a result of earth cut excavations. It consists mainly of sandy soil and it is applied on a daily basis. Thickness of the daily cover ranges between 30cm - 50cm.

Although the process is improved in comparison with the past practices, the landfill site is considered unsanitary, as it lacks any environmental protection measures and infrastructure (leachate drainage and management, gas collection and management, etc...). Accordingly, the available airspace at the landfill site is almost inefficiently used up, and therefore the current stressed landfill capacity is in urgent need for upgrade; in order to provide a long-term operational capacity of the landfill facility, through a full technical rehabilitation and expansion of the airspace optimization.

In 2012, a full Feasibility Study including an EIA Report had been elaborated for Al Akaider dump site, namely; "Al Akaider Solid Waste Management Project "which was part of the Mediterranean Hot Spot Investment Programme (MeHSIP-PPIF); funded by the European Union under the Horizon 2020 investment component (2011 -2013). The study investigated the rehabilitation of the dumpsite, remediation of the evaporation ponds, and construction of a new sanitary landfill cells within the existing airspace, by assessing the viability of the remedial actions from technical, economic, environmental and financial points of view; resulting in a total of 22 years lifespan with a total design

capacity of 15.19 Million m³), including bottom lining, leachate collection network and treatment plant, landfill gas collection and management, storm water drainage network, final capping and supplementary infrastructure facilities (building and site facilities refurbishments, mechanical equipment).

The MeHSIPFS 2012 had introduced a set of technical, institutional and infrastructure measures at Al Akaider site; that would ensure the application of international standards and practices of sanitary landfilling that is environmentally and financially sustainable. The proposed measures ensured the following: (1) Closure /rehabilitation of existing dumpsite and wastewater treatment ponds; (2) Construction of sanitary landfill cells and airspace optimization; (3) Establishment of a landfill gas management and utilization system at the site; (4) Construction of complementary MSW treatment facilities, possibly in pilot scale and feasible, at the site (segregation, MRF, etc...).

As part of the MeHSIPFS, Scoping and Option analysis Report, Implementation plans, and Stakeholders engagement, (consultations and workshops) have been also accomplished throughout the project's activities. Despite of the Project's implementation plan being approved by the Government of Jordan (GoJ), no actual rehabilitation works have been done on the ground; due to lack of adequate financing resources and eligible bankable status (such as EIB financing).

Another Site Remediation Feasibility Assessment had been conducted in 2011, in framework of another project, funded by USAID, namely "Water Reuse & Environmental Conservation Project" (2011 - 2014). The project focused mainly on the Wastewater Management components at Al Akaider dump site, and particular baseline studies (topographical and geotechnical surveys, chemical analyses) had been undertaken, in participation with the MeSHIP team and other relevant stakeholders. Accordingly, a solid coordination regarding the evaporation pond remediation has been done.

Recently in 2014, a site master plan was developed for Al Akaider disposal facility; through the USAID project "Water Reuse and Environmental Conservation Project" considering the disposal operations, site management, land-use, and its expansion. The said master plan has proposed short and long term planning frame works for Al Akaider site remediation, infrastructure construction, and expansion.

The executing entity UNDP in cooperation with the Canadian Embassy, and other contributing donors envisaged its intervention to reflect priorities of the Ministry of Municipal Affairs (MoMa) with a focus on SWM and treatment at Al Akaider dumpsite by upgrading the existing infrastructure and facilities of the landfill, through short and long term arrangements; where the optimum results to be achieved in terms of financial risk, affordability to the population and refugees, environmental and hygienic quality, and provision of an acceptable level of services. The main project improvements at the landfill site include: a) paving new roads, b) road lighting, c) rehabilitation and maintenance of site offices building / site staff accommodation, d) new gatehouse with control / monitoring equipment, e) site monitoring tower, f) constructing of emergency landfill cell (excavation, collection –leachate drainage, bottom liner/barrier, soil cover), g) equipment and washing, h) green belt with irrigation system.

UNDP is currently in progress of considering the general environmental baseline at Al Akaider landfill site, referring to the current actual situation, and updating the environmental assessment reporting and relevant EIA documents that have been conducted within the activities of the MeHSIPFS project in 2012.

UNDP has recently assigned a specialized Consultant in order to accomplish the updating of the current environmental baseline and EIA reporting, which are expected to be delivered to UNDP in mid-January 2016.

UNDP is in possession of a full design for the previously mentioned landfill cell including technical specifications, drawings and bill of quantities (BOQs) which was submitted to UNDP through MoMA.

This design was prepared by an engineering entity whom have been working for the Ministry of Environment.

On the other hand, UNDP issued a Request for Proposals regarding the design of the new sanitary landfill cell mentioned above at Al Akaider, and many proposals from professional engineering entities were received, but UNDP stopped the process since the Ministry of Environment through MoMa offered UNDP to submit the above mentioned design for free.

3 PROJECT BENEFICIARIES

The current project proposal is an integral part of the overall programme framework “Mitigating the impact of the Syrian refugee crisis on Jordanian vulnerable host communities”, signed by UNDP and the Government of Jordan (GoJ). The project is being implemented over three years (2014 – 2017); through MoMa and the Joint Services Council of Irbid (JSC-Irbid); which are the main project beneficiaries as well as the local community in northern Jordan. The contribution for the investments and the consulting services will be channeled through UNDP.

4 CONSULTANCY ASSIGNMENT OBJECTIVES

From a focused prospective, the following activities comprise the consultancy assignment objectives, which will be translated into general tasks to be undertaken by the project consultant:

- Liaising with relevant local authorities and representing UNDP on the ground,
- Coordinating all on-the-ground assignment related activities with the various relevant parties,
- Coordinate all land acquisition, sites handover, etc. procedures with relevant parties,
- Inspection, surveying, etc. the designated site,
- Detailed review of the available detailed design documents inclusive technical specifications, basic assumptions and considerations, criteria and calculations, drawings and BOQs. The available design has to be compared with UNDP’s terms of reference of the cell design and complied with the priorities of the project in order to ensure that the available design achieved these requirements completely.
- Submit estimated cost based on the BOQs.
- Submit detailed review design report and recommendations.
- Upon UNDP request, to amend the drawings, technical specifications and bill of quantities, and other related items in the available design documents as per the outputs of the design review report and recommendations.
- Producing the final cell design files and documents necessary for the upcoming tendering and implementation, incorporating all of the approved design review remarks and amendments into the original design files and related documents.
- Full technical support to UNDP during the bidding stage and the evaluation of contractors bids and preparing reports with pertinent recommendations should UNDP so request.
- Construction, supervision and management of the works including all related activities and tasks.
- Ensuring standards of quality assurance in executing the works in accordance with the most appropriate international and professional practices.
- Ensuring completion of the work within the stipulated time limit, and ensuring handover of the works to the client after completion of the construction.

5 PROJECT AREA

The project is located in Al Akaider landfill at Irbid, north of Jordan, adjacent to the Jordanian-Syrian borders. In principle, the selected location for the proposed sanitary cell is at the free airspace inside the

boundaries of the existing operating landfill area namely BARROW PIT 5; located in the South West part of the landfill site near the entrance point “which is currently used as a soil barrow pit”, and adjacent to the LAGOONS 10 and 6; with an approximate area of 50,000 m².

6 LANDFILL OWNERSHIP

Due to the importance of national ownership of Al Akaider landfill facility, a project steering committee (PSC) comprising UNDP and its counterparts shall be responsible for revising, developing remarks, approving, etc. all assignment related deliverables. This committee is necessary to avoid, as much as possible, the unforeseeable and unavoidable issues which may appear during the contract period.

7 INTERVENTION OUTLINE

As mentioned earlier, the project aims to constructing a new sanitary landfill cell within the available free airspace to provide a short term operational capacity at this stage for a minimum of 2 years of waste disposal at Al Akaider landfill site. The intervention outline can be summarized as follows:

- 1) Design review of the available cell detailed design and the production of final cell design files and documents through incorporating all the approved amendments and modifications as per UNDP’s terms of reference; for the following facilities and systems without being limited to:
 - Site preliminaries and preparatory works prior to sanitary landfill cell construction (surveying, access roads, ramps, location for stockpiling of excavated materials, related temporary works etc....);
 - Construction works including general excavation/embankments with grading, compaction, contour, and subgrade treatment to reach the required levels;
 - Construction of the cell bases and sides and the cell geometry formation;
 - Construction of temporary roads, tracks, and drainage networks;
 - Lateral side slope, berms, and embankment constructions- cut fill works;
 - Construction of passive and active barrier systems, sealing on cell bases and sides;
 - Geo-synthetic materials supply and placement (liner barrier protection system);
 - Construction of storm water (runoff water) collection and drainage systems;
 - Construction of the leachate drainage layers, chambers, networks, piping, manholes and sump/reservoir works;
 - Construction of the sanitary cell bottom/details around the slotted pipes;
 - Construction of the leachate storage reservoir and transfer system (pumping, piping, earthworks) and lined leachate storage pond;
 - Earthworks, anchor trenches, dikes, civil, and electromechanical works;
 - General Layout of the recommended cell final cover and gas collection system;
 - Other auxiliary works, ancillaries, peripheral equipment, and site final developments.
- 2) Full technical support to UNDP during bidding stage and the evaluation of contractors bids and preparing reports with pertinent recommendations should UNDP so request.
- 3) Construction supervision and management of the works including all related activities and tasks.

Furthermore, the consultant is expected to provide design review and supervision consultancy services needed for the professional performance of the following activities and related deliverables:

- 1) Reviewing and finalizing all available landfill cell engineering designs, drawings, considerations, specifications, BOQs etc.... associated with the above mentioned elements, as deemed relevant to UNDP’s priorities and requirements, as well as, producing the final

design files and related documents required for the execution of the construction works and implementation of the other project activities. The consultant thereafter assume sole responsibility for the adequacy, competence, and technical soundness of the design and technical specifications.

- 2) Providing technical bidding support and tender assistance required for selecting the most qualified contractor based on an appropriate technical and financial qualification criteria.
- 3) Providing professional construction supervision services related to the landfill cell infrastructure development at Al Akaider landfill site in terms of time, cost, and quality.

In this context, the consultant shall consider the following:

- The final cell design documents shall be complied with at least minimum acceptable level of the latest technical standards, cutting edge technologies that meet the environmental performance goal for the non-hazardous MSW sanitary landfills, and consider the local relevant regulatory and legal requirements. The consultant shall proceed to get the required approvals and related consents from the relevant authorities.
- The landfill cell must be constructed within the agreed timeframe in accordance to the signed contract with the construction contractor.
- The construction quality shall be of high technical standard, cost effective, of low maintenance cost and accommodated life of the landfill.
- The construction should comply with all applicable laws and regulations.
- The Consultant should consider all project baseline documents including reports and available necessary data information like the feasibility study, EIA report including the EMP at Al Akaider landfill; in provision of the consultancy services.
- The consultant shall be responsible for translating all formal correspondences issued by any relevant local authority by a professional translator provided such translation is duly stamped and formalized.

8 CONTENT OF THE AVAILABLE CELL DESIGN FILES

The landfill cell design files available at UNDP includes a detailed design works of the non-hazardous MSW sanitary landfill cell facility that would be constructed within the activities of this project. In principle, the original designer has elaborated the design works of this sanitary cell based on his own investigations and field surveys. Topographic surveying works and geotechnical investigations were accomplished by the designer to identify the landfill site considerations and the needed profiles of the earthworks and related infrastructure works. However, the available detailed design of the cell should be reviewed and assessed by the consultant in order to be in line with relevant UNDP's terms of reference and requirements. The remarks and amendments that might arise during the design review process and approved by UNDP, should be incorporated in the final cell detailed design files; which will be used for the tender of implementing the construction works.

The available landfill cell design files include the following technical features:

- The topography of the site is characterized as hilly to semi-flat with a gradient of approximately 2% from East to West, with an average elevation of about 650 m above sea level.
- The total airspace allocated for the project is nearly 58,000 m², where the size of the cell geometry formation is 50,000 m².
- Average entire daily MSW deposited in the landfill is 1,300 t/day (equivalent to some 474,500 t/year) for the year 2015.
- The compaction that can be applied to waste in cell using heavy-duty compactors.
- The available technical specification and concepts complied with EPA Standards and norms.

- A general excavation/backfill embankments with grading, compaction, and subgrade treatment to reach the required levels of one perimeter trapezoidal berm (approximately 200,000 m³ of excavation and backfill works).
- Controlled subgrade: 15 cm of Liner cushion layer with an average slope of 1%.
- Base liner system includes the following Geo-synthetic materials: GCL, HDPE, and geotextile and top protective gravel layers.
- Geo-synthetic materials anchorage.
- Leachate collection system including network of HDPE piping and PVC trunks.
- Leachate collection sump, Side slope riser, and separated bottom lined leachate collection lagoon.
- Leachate pumping system with mechanical and electrical control systems.
- Perimeter storm water channel (erosion mat lined / riprap) and culverts.
- Electromechanical works (pumping control system and transformer).

The available Design File and Documents include the following volumes and parts:

1) Volume 1: Conditions of Contract

- Invitation to Tender
- Part 1: General Conditions of Contract.
- Part 2:
 - a- Instructions to Tenderers.
 - b- Particular Conditions.
 - c- Additional Particular Conditions.
 - d- Forms of Tender, Guarantees, Agreements Data

2) Volume 2: Technical Specifications

- Part 1: General Requirements
- Part 2: Civil and Architectural Works
- Part 3: Mechanical Works
- Part 4: Electrical Works

3) Volume 3: Preamble and Bills of Quantities

4) Volume 4: Design construction plans Drawings

5) Volume 5: Quality Assurance Manual for Base Liner System Installation

6) Volume 6: Geotechnical Investigation

9 SCOPE OF WORK

The scope of the required services has been divided into specific timely stages and phases in accordance to the following sequence of services:

Stage 1: Design Review/ Design Services:

- **Phase I:** Review Available Design.
- **Phase II:** Bidding Support Services.

Stage 2: Supervision / Management Services:

- **Phase III:** Construction Supervision and Management.
- **Phase IV:** Defects and Liability Period.

Each of the above stages involves specific tasks, time schedules, deliverables and responsibilities for the consultant. These phases have been furthermore subdivided into tasks/activities covering the broad spectrum of required services as presented in the following sections. Consultants are alerted that the

proposed tasks/activities to achieve the overall called upon scope of services shall not be considered exhaustive; they are rather indicative.

The consultancy services and assignments of this project would be commenced by the consultant in stages. The services will be provided in Stages by way of a separate Notice to Proceed (NTP) to be issued to each Stage to activate the stage contractually & financially, and each Stage shall have a Lump Sum Fee as stipulated in the Stages offers. At end of Stage 1 (Design Review/ Design Services) the consultant shall submit a summary report outlining the successful completion of the Stage 1, and handing over process of the related contractual deliverables such as technical reviews, reporting, and a complete set of the detailed cell design files, for request of UNDP's approval. In case of approval, the consultant will get a separate NTP issued by UNDP for the commencement of the Stage 2 and provision of the relevant supervision and management services. The completion of the consultant mobilization for stage 2 is within fourteen calendar (14) days after issuance of the NTP. UNDP reserves the right to withhold or omit the next Stage of the Services and works (next stage means all or any of Stage 1, and 2), as stated above without any impact of any type on UNDP's, contractual, financial or otherwise. Given the importance of national ownership, a PSC comprising UNDP and its counterparts shall be the responsible for revising, developing remarks, approving, etc. all assignment related deliverables.

9.1 Stage 1: Design Review/ Design Services:

9.1.1 Phase I: Review Available Design

In this Phase, the Consultant shall carry out the tasks presented herein, in addition to being the focal point of liaison with all local authorities/counterparts through UNDP and to representing UNDP on the ground. The proposers are alerted that the proposed mentioned tasks/activities below to achieve the overall called upon scope of services shall not be considered exhaustive; they are rather indicative. A PSC comprising UNDP and its counterparts shall be the responsible for revising, developing remarks, approving, etc. all assignments and related deliverables for this phase.

All proposers shall carefully read the ToRs that have been prepared by UNDP team for designing the concerned landfill cell (ANNEX 1); in order to ensure that the design review process of the available cell design is in line with the UNDP's technical requirements and priorities.

Important Note: A baseline report of the EIA update report, UNDP's Terms of Reference for the new sanitary landfill cell at Al Akaider and the available full design will be given to the awarded supervision firm ahead the commencement of project's activities. The awarded supervision firm should take into consideration these documents without any additional cost.

In order to ensure professional performance of the design review services as required in this assignment, the consultant has to maintain the minimum staffing requirements of the highly qualified and experienced experts specializing in the disciplines (as clarified in Section 15) who are required to perform the design review services in accordance with the international professional technical standards and the contractual requirements and priorities of UNDP. All of the consultancy services related to the Stage 1 (Design Review/ Design Services) would be Lump Sum Fixed Fee services.

9.1.1.1 Task 1: Design Review

This task can be summarized as follows:

9.1.1.1.1 Study UNDP Terms of Reference for the new sanitary landfill cell at Al Akaider.

9.1.1.1.2 Study the updated environmental baseline and investigations and verify their compliance with the basic considerations that have been assumed in the available cell design.

- 9.1.1.1.3 Study the available full design, including technical specifications, criteria, calculations, systems, drawings, and BOQs.
- 9.1.1.1.4 Ensure that the available design achieved the requirements as per UNDP's ToR and met the relevant international and local standards and codes.
- 9.1.1.1.5 Submit detailed estimated cost and benefit cost analysis based on the BOQs to ensure that it is within the allocated budget.

A cost breakdown estimate (on $\pm 10\%$ accuracy basis) shall be provided by the consultant separately for all items of works, components and subcomponents within the local context of Jordan and for such type of project. However, the awarded Consultant shall perform plausibility checks and degree of suitability with that allocated in the project's budget document that will be provided to the awarded Consultant by UNDP/PSC. In case that cost estimations provided for the items of the final BOQ exceed the allocated budget, then the Consultant shall revise the whole design of the sanitary cell and re-scale the size of the cell to be within the available resources (i.e. the total area of the landfill cell may be decreased by 20 – 50% of the original area, or other technical alternatives). The Consultant has to submit to the UNDP/PSC recommendations including such appropriate scenarios for the re-scaling of the cell size; or other technical alternatives, which eventually need to be approved by UNDP/PSC prior to amending the original design.

- 9.1.1.1.6 Upon UNDP's request, the consultant shall amend the drawings, technical specifications and BOQs to ensure achieving the UNDP's ToR and in accordance with the allocated budget. The consultant shall be responsible for producing the final detailed design files and relevant documents through updating the available design documents and incorporating the remarks and amendments that might arise during the design review process, and approved by UNDP.
- 9.1.1.1.7 Interviews with UNDP & its counterparts whenever needed.
- 9.1.1.1.8 At the end of this task, UNDP will get from the consultant the final full design files and documents which will be used for the tendering of implementing the new sanitary landfill cell at Al Akaider.

9.1.1.2 Task 2: Design Review Report / Final Cell Design Files and Documents

The report shall include all activities under Task 1 mentioned above, and shall clearly portray all spent efforts during the entire Task 1. The report shall be submitted for review, remarks and approval by the PSC. The report shall be submitted in draft format (i.e. 2 hard copies to UNDP and 2 to the counterparts). Subsequently, the final version of the cell design incorporating all PSC remarks and amendments shall be submitted in 2 hard copies and 2 electronic copies.

9.1.1.3 Allocation of the Final Cell Design responsibility

The consultant has the overall responsibility for providing technical design review services including provision of the professional experiences and qualifications representing multi-engineering disciplines in relation to the scope of this assignment with a professional practice of engineering, and then production of a complete set of the final cell design files and documents in compliance with the UNDP's requirements and procedures. Regardless of the information indicated that if the original designer "of the available cell design" may refuse and/or can't amend his design based on the comments and

recommendations might be arisen, the design review's consultant thereafter assume sole responsibility for the technical adequacy, competence, and structural soundness of the design and technical specifications.

When the final version of the cell design files and related documents are approved and endorsed by UNDP/PSC, the ultimate responsibility and potential professional liability for the final cell design deliverables are the key task to be considered by the consultant. Indeed, the obligations of the design review's consultant "in responsible charge" continue after the design submittal and endure throughout the life of the construction of works. Hence, the consultant will be committed to provide prolonged design review / design modification services for all essential deficiencies, structural challenges and possible changes which might arise during the upcoming construction phase.

9.1.2 Phase II: Bidding Support Services

In this task, the Consultant shall prepare the following documents for the sanitary cell:

- Complete set of final detailed construction drawings;
- Detailed technical specifications for all facilities, systems, materials, and equipment (including codes and standards);
- The Terms of Reference for the implementation of the design.
- Attend the pre-bid meeting and site visit;
- Answer the requests for clarifications and inquiries during bidding stage;
- Full technical support during the technical evaluation of the received bids;
- Technical evaluation of the bidder proposals and technical advice on the quality and deliverability of the proposals made.
- Technical negotiations and related technical contractual arrangements.
- Environmental Management Plan (site monitoring and Health and Safety).
- Construction quality assurance (CQA).
- Operational and maintenance manual.
- Key Personnel, machinery, delivery period, and site organization.
- BOQs; and
- Any supplementary Information attached to the bidding documents of the construction.

9.2 Stage 2: Supervision/Management Services:

At this stage, the consultant is expected to perform the following general tasks:

1. Preparation of provision of the work site and related mobilization arrangements.
2. Provision of permanent technical control of the constructions being performed by the contractor at the project site; in terms of time, cost and quality.
3. Preparation of accounts and payments.
4. Preparation of project management and contracts implementation.
5. Regular implementation of the provisional taking over procedures.
6. Participation in the final taking over procedures and close out activities.

The above tasks have included several detailed sub-tasks, duties, and responsibilities and are linked to certain milestones and deliverables; which are elaborated in detailed in the following sections in order to ensure proper construction activities of the required works and to facilitate a high level of performance and collaboration for the three main project's counterparts (Owner, Contractor, and Consultant). Accordingly, the Stage 2 of supervision and management includes two timely phases as follows:

9.2.1 Phase III: Construction Supervision and Management

While not mentioned earlier, the consultant shall be responsible for activities such as liaising with the counterparts and contractor for handing over both sites' including minutes of meetings, examination of areas, assistance with fixing boundary marks, etc...

The consultant's main task shall be the management and supervision of construction activities on daily basis. The consultant has to ensure that the works are carried out in accordance with the contract documents, consistent with internationally accepted engineering standards and practices.

The Services shall also include some duties normally performed by UNDP field staff, which includes the establishment and maintenance of contacts with counterparts and other stakeholders, liaisons, coordination and similar activities. Hence, the consultant has to assist the UNDP's staff in the examination of officially handed documents, supervision and formulating opinion about the modifications and supplements proposed by the contractors.

Upon site handover to the contractor, the consultant shall take charge and be responsible for managing, supervising, monitoring, verifying, certifying...etc. all site activities and acting on behalf of UNDP.

The consultant has to submit UNDP his mobilization plan describing their methodology in mobilizing the Consultant's staff to site, allocation of necessary resources and qualifications, work task breakdown and level of indicative activity for each working staff, an organogram for the management and technical staff, as well as, an overall organizational structure for the consultancy assignment and their linkages to the overall project management in particular of the design and implementation phases of the project. Necessary communication procedures, contact persons and information, own work schedule and deployment plan shall be established accordingly. The mobilization plan is subjected to prior approval of UNDP.

The actual attendance of the deployed staff of the supervision consultant at the site should be documented on a daily basis through original time sheets (time calculations can be prepared on pro-rata basis). Time Sheets shall require a prior approval of the UNDP site representative (s) before application of the relevant interim request for payment.

The detailed scope of services to be delivered by the Consulting Engineers (Consultant) is listed below.

9.2.1.1 Design Review / Desk review

The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- 9.2.1.1.1 Receipt, review and development of comments to contractor's technical submittals.
- 9.2.1.1.2 Receipt, review and development of comments to contractor's construction methodology, work plan, alternatives, working shop drawings and any other subjects related to the contract.
- 9.2.1.1.3 Review and approve the contractor's program for submitting designs, drawings and documents.

During the implementation stage, if any design deficiencies, structural challenges and possible changes arise, then design review's consultant is obligated to consider all required amendments and modifications and upon UNDP's request.

9.2.1.2 **Contract Administration**

The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- 9.2.1.2.1 Maintain project construction records and issue correspondence, certificates, notices and instructions on behalf of UNDP to the contractor as may be required by the provisions of the construction contract documents.
- 9.2.1.2.2 Assist UNDP as expert witness in litigation arising from the development or construction of the project and in hearings before various approving and regulatory agencies.
- 9.2.1.2.3 Review and certify Contractor's progress payment requests, and accompanying support backup data and schedules.
- 9.2.1.2.4 Verify amounts due to the Contractor based on the on-site observations and Contract requirements.
- 9.2.1.2.5 Certify, in writing, to UNDP payments to be made to the Contractor with all required support documentation including progress reports, photographs and so forth.
- 9.2.1.2.6 Withhold payment for any work which has been rejected or any work which is not in compliance with the contract documents.
- 9.2.1.2.7 Issue certification of substantial completion on completed construction contract.
- 9.2.1.2.8 Review and certify the request for final payment submitted by the contractor at the completion of construction under contract.
- 9.2.1.2.9 Review the calculations for the final payment due to the contractor accounting for all guarantees and retainage in accordance with the actual work performed following conclusion of such and although UNDP-Consultant contract would have physically expired.
- 9.2.1.2.10 Make recommendations to UNDP regarding costs for works not specified in the contract documents.
- 9.2.1.2.11 Determine the value of the works at the date of termination, in the event of the termination of the contract.
- 9.2.1.2.12 Identify any Change/Variation Order as being issued under one at the following categories:
 - 9.2.1.2.13 Variations which alter, amend or delete items contained in the Contract and which variation does not alter the Scope of the Works and is not charged against contingencies and which does not increase the contract value.
 - 9.2.1.2.14 Variations which may increase the Contract value, requiring the commitment of additional funds.
 - 9.2.1.2.15 Manage all claims, activities and provide expert advice regarding the handling of the claims made.

- 9.2.1.2.16 Providing the UNDP with cost estimates for additional works and participate as an advisor to the UNDP in contract negotiations with the contractor on additional works; and make recommendations to the UNDP on rates for new works.
- 9.2.1.2.17 Prepare input for project control system.
- 9.2.1.2.18 Review the construction contractor's Critical Patch Method (CPM) construction schedule for contract and monitor schedule compliance.
- 9.2.1.2.19 Develop and implement a comprehensive project control system during the Preconstruction and construction Periods including:
- An updated and current CPM network.
 - Weekly progress reports listing significant progress, lack of progress, current problems, proposed solutions, and other pertinent information.
 - Monthly progress reports, summarizing pertinent information developed from the above control information, special studies developing recommended solutions or alternate solutions to current or anticipated problems, evaluation of the financial situation of the contract, the variations, if any, the forecast of the progress of implementation of remaining works etc....;
 - Drafts final Completion Report summarizing all essential accomplishments, developments, drawing appropriate conclusions, and making recommendations. The final version of the completion report should be submitted following the commissioning and operational phases, as the report should outline certain actions to be taken, such as issuance of Final Acceptance Certificate, return of guarantees or retention.
- 9.2.1.2.20 Receive and catalog all samples, drawings, testing results, instructions, manuals, certifications and the correspondence submitted by the contractor.
- 9.2.1.2.21 Review, revise, as necessary, and obtain UNDP approval, of lists of recommended operating spare parts and supplies, prepared by the contractor. Instruct the contractor as to those items that shall be procured for the Project.
- 9.2.1.2.22 Coordinate with the PSC and other counterparts in case UNDP pursues an agreement with it to carryout equipment transport.

9.2.1.3 Works Construction Monitoring

The construction management and supervision during the construction stage shall include activities keyed for the day to day site inspection and testing of materials, site reports and financial aspects; to ensure smooth execution of the works in line with approved works schedule and planned milestones. The consultant's general responsibilities under this aspect shall include, yet not be limited to, the following:

- 9.2.1.3.1 Establish procedures for coordination among UNDP, Contractors and consultant with respect to all aspects of the project and implement such procedures.
- 9.2.1.3.2 Schedule and conduct progress meetings at which Contractors and consultant can discuss jointly such matters as procedures, progress, problems and programming, record and

- distribute minutes reflecting decisions on issues raised and keep UNDP informed on critical matters orally and in writing.
- 9.2.1.3.3 Provide regular monitoring of the program as construction progresses.
 - 9.2.1.3.4 Identify potential variations between program and probable completion dates.
 - 9.2.1.3.5 Review schedule for work not started or incomplete and recommend to UNDP and contractor adjustments in the schedule to meet the probable completion date.
 - 9.2.1.3.6 Provide summary reports of each monitoring and document all changes in schedule.
 - 9.2.1.3.7 Determine the adequacy of the contractor's personnel and equipment and the availability of materials and supplies to meet the program.
 - 9.2.1.3.8 Recommend courses of action to UNDP when requirements of a contract are not being met.
 - 9.2.1.3.9 Maintain cost accounting records on authorized work performed under day works, actual costs for labor and material, and any other costs requiring accounting records.
 - 9.2.1.3.10 Develop and implement a system for the preparation, review and processing of change orders.
 - 9.2.1.3.11 Recommend necessary or desirable variations to UNDP, review requests to changes, submit recommendations and assist in negotiating variation orders.
 - 9.2.1.3.12 Observe work performed by the contractor for compliance with the drawings, specifications, contract documents and acceptable engineering practices. Take action, as appropriate, to urge the Contractor to carry out acceptable corrective measures where and when required.
 - 9.2.1.3.13 Advise on all aspects of varied works, and recommend any redesign necessary.
 - 9.2.1.3.14 Advise UNDP on all aspects and matters of the project.
 - 9.2.1.3.15 Liaise with UNDP, PSC, other relevant authorities and counterparts.
 - 9.2.1.3.16 Review, finalize, as appropriate, and submit to UNDP, PSC and other relevant authorities detailed operation instructions and maintenance manuals for the facilities and plant provided under the contract and for facilities required for training of personnel.
 - 9.2.1.3.17 Testing and approving construction materials and equipment before being used in the work.
 - 9.2.1.3.18 Monitor the Quality Control Program (QCP) to be established by the contractor. This program shall cover the inspection and tests of all materials and equipment to be procured as well as all construction activities related to the project.
 - 9.2.1.3.19 Monitor the contractor's QCP, including field tests of materials, and review laboratory test results for compliance with contract documents and acceptable engineering practices.
 - 9.2.1.3.20 Direct the contractor to provide representative samples of materials to be utilized in the works and where required, submit them to the designated Laboratory to test for compliance with quality standards and technical specifications.

- 9.2.1.3.21 Observe tests and notify UNDP and the contractor in writing of acceptance or rejection of materials or equipment tested. When appropriate, direct the contractor to take necessary action to remove, replace or correct work which does not comply with the contract documents and withhold payments for such work until the appropriate corrective actions are taken and the work is completed to the consultant's satisfaction.
- 9.2.1.3.22 Review and note any exceptions which are taken relative to the results of the contractor's on-site inspection program and QCP. Instruct the contractor to take necessary actions to resolve any exceptions which are noted and report such activities in the Monthly Progress Reports.
- 9.2.1.3.23 Conduct regular measurements of quantities of work performed by the contractor.
- 9.2.1.3.24 The formal and substantial supervision of the invoices (for interim and final invoices) of the contractor, and check the appropriateness of the works completed and to be accounted for.
- 9.2.1.3.25 Maintain comprehensive construction progress photo albums. Photos shall be shot by the Contractor on a regular monthly basis or shorter intervals as deemed prudent. Each photo shall be identified as to location, activity/subject matter, date, time and photographer.
- 9.2.1.3.26 Perform final inspections of each component of the work for compliance, and prepare a list of outstanding works prior to Taking-Over.
- 9.2.1.3.27 Witness all final performance tests and prepare completion certificates and acceptance documents for all completed works.
- 9.2.1.3.28 Inspecting and supervising construction of all works and installations to insure compliance with documents and drawings.
- 9.2.1.3.29 Review and approve contractor's submittals including methodologies, requests and shop drawings. Accurate records shall be maintained relative to date due, date received, date review completed, date returned and/or any other action required.
- 9.2.1.3.30 Receive, review and ultimately approve the following specific submittals: shop drawings, operating and maintenance manuals, safety program and procedures, start up procedures, instructions, schedules, guarantees, bonds and certificates of inspection which are to be provided by the contractor in accordance with the contract documents.
- 9.2.1.3.31 Review and approve proposed installation and commissioning procedures.
- 9.2.1.3.32 Coordinate and inspect the work of individual sub-contractors.
- 9.2.1.3.33 Maintain job diaries, drawing register and other records.
- 9.2.1.3.34 Coordinate all construction work efforts with relevant counterparts.
- 9.2.1.3.35 Maintain competent full-time staff at the project site to coordinate and provide technical observation of construction and general direction of the work and progress to the contractor on the project.

9.2.1.3.36 Review “As built Drawings” and all related information and documents for submission to UNDP, the PSC and the relevant authorities.

9.2.1.4 **Regular implementation of the Provisional Taking-Over Procedure**

- 9.2.1.4.1 Calling for the technical taking-over by the time requested by the contractor, inviting all relevant parties after checking and supervision of the documents provided by the contractors which constitute the basis for the (technical and financial) taking-over procedure.
- 9.2.1.4.2 Ordering the contractor for immediate remedy of defects, the establishment of the value of amortization due to non-remediable defects.
- 9.2.1.4.3 Preparing a updated list of outstanding works (if any),and obtaining a written undertaking from the Contractor to complete any outstanding work during the Defects Liability Period.
- 9.2.1.4.4 Quality classification and the establishment of the eventual price decrease.
- 9.2.1.4.5 Progressive checking of the “As built Drawings” prepared by the Contractor for fully completed or parts of the work and submitting the final set to UNDP/PSC upon finalization.
- 9.2.1.4.6 Issuing a taking-over certificate, handing over of the facilities taken over from the contractor to UNDP/PSC and/or relevant authorities.

9.2.1.5 **Participation in the Final Taking-Over Procedure**

- 9.2.1.5.1 Organization of the procedure at the end of the defects notification period; making the found defects and deficiencies repaired.
- 9.2.1.5.2 Provision of data and documents for the financial closure and activation of the investment;
- 9.2.1.5.3 Advising UNDP/PSC on any disputes or differences arising with the contractor services provision, however shall not extend to advising on any arbitration or litigation;
- 9.2.1.5.4 Preparation of the final financial accounts.

9.2.1.6 **Commissioning, Start-up, Operation and Maintenance and Training**

- 9.2.1.6.1 In coordination with the contractor, verify the preparation of a list of spare parts needed for start-up. Verify the timely procurement and job site delivery by the contractor so as not to delay start-up.
- 9.2.1.6.2 In coordination with the contractor, verify the preparation of a detailed start up procedure for each separate facility. Each procedure is to be divided into the applicable system.
- 9.2.1.6.3 Prior to start-up of any facility, the contractor shall be instructed to demonstrate the completeness and the correct functioning of each system, in accordance with the applicable

start-up procedure. The consultant shall witness and either approve or reject, in writing, the provisional acceptance of each of the component systems.

- 9.2.1.6.4 In coordination with the contractor, revise the logic Network Diagram to an appreciably higher level of detail for the start-up phase of each facility i.e. show more individual activities.
- 9.2.1.6.5 Review and approve all O&M manuals.
- 9.2.1.6.6 Review and approve contractor's O&M theoretical and on-the-job training program, if any.
- 9.2.1.6.7 Review and approve contractor's material to be delivered during O&M training program.
- 9.2.1.6.8 Attend and comment on contractor's O&M theoretical and on-the-job training program.
- 9.2.1.6.9 Review and comment on all on-the-job training programs prior to delivery.
- 9.2.1.6.10 Issuing substantial acceptance certificates.
- 9.2.1.6.11 Approve substantial payment certificate to carry out follow-up works.
- 9.2.1.6.12 Finalize quantity surveying books.
- 9.2.1.6.13 Preparing project completion reports.
- 9.2.1.6.14 Review and evaluate claims.
- 9.2.1.6.15 Assist during arbitration if any.
- 9.2.1.6.16 Prepare and obtain handing over certificate to the PSC and relevant authorities.

9.2.1.7 **Specific Responsibilities**

9.2.1.7.1 General

These shall include, yet not be limited to, the following:

- Project Management
- Project Administration
- Project Delivery: Including Daily Construction Status Report, Daily Log/Diary, Weekly Status Report, Monthly Work Progress Chart, Monthly Progress Reports, Material Samples and Test Log, Contractor's Submittals Log, Meeting Records and Construction Photographs.

9.2.1.7.2 Pre-construction Services

These shall include, yet not be limited to, the following:

- Review, furnishing comments and recommendations regarding contractor's detailed construction program, procurement, installation, construction and commissioning and hand-over schedules.
- Review and evaluate qualification and experience of nominated sub-contractors.
- Agree on program for submission of methodologies for each element of construction.
- Inspect and record original condition of site, equipment, ground and buildings.

9.2.1.7.3 Contractor's Documents Review and Construction Management and Supervision

These shall include, yet not be limited to, the following:

- Review and approve contractors detailed designs, shop and erection drawings.
- Review and approval of design calculations.

- Review and approval of equipment documentation.
- Review and approval of instrumentation and automatic control systems (As Applicable).
- Review and approval of pneumatic diagrams (As Applicable).
- Review and approval of civil designs.
- Factory inspection and witness testing of manufactured items (As Applicable).

9.2.1.7.4 Construction Management and Supervision Services

These shall include, yet not be limited to, the following:

- Project management and related procedures.
- Quality assurance plan and related procedures.
- Quality control and related procedures.
- Progress control and related procedures.
- Cost control and related procedures.
- Change order Procedures.
- Commissioning, testing and related procedures.
- Training delivery and related procedures.
- Substantial completion - Handing Over.

9.2.1.7.5 Substantial Completion Close-out Report

These shall include, yet not be limited to, the following:

- The report shall be a collective report including and presenting all aspects of “Jobsite Work Implementation Management, Supervision and Monitoring” inclusive of all original documentation, photographs...etc. The report shall first be submitted in a draft form to both UNDP and PSC. The consultant shall then arrange for PSC officials travel to Amman for attending a report presentation during which UNDP and PSC shall present and discuss their comments and remarks.
- The report shall then be presented in its final form following incorporation of all UNDP and PSC comments and remarks.
- The consultant shall, at least, submit two (2) hard copies to UNDP and five (5) to the PSC of the final version and one (1) soft copy to UNDP.

9.2.2 **Phase IV: Defects Liability Period**

9.2.2.1 **Works to be Performed**

These shall include, yet not be limited to, the following:

- 9.2.2.1.1 During the Defects Liability Period the consultant shall ensure, the contractor finish the work, if any, outstanding at the date of Certificate of Substantial Completion and shall monitor and instruct the contractor all such work of repair, amendment, reconstruction, rectification of defects, imperfections, shrinkages or other faults as may be required.
- 9.2.2.1.2 Upon satisfactory completion of all the work outstanding and approval by UNDP, the consultant shall within twenty eight (28) days of the expiration of Defects Liability period issue the contractor with the Certificate of Final Completion.

9.2.2.2 **Final Completion and Close out Report**

These shall include, yet not be limited to, the following:

- 9.2.2.2.1 The report shall be a collective report including and presenting all aspects encountered during the “Defects Liability Period” inclusive of all original documentation, photographs...etc. The report shall first be submitted in a draft form to both UNDP and PSC. The consultant shall then arrange for PSC officials travel to Amman for attending a report presentation during which UNDP and PSC shall present and discuss their comments and remarks.
- 9.2.2.2.2 The report shall then be presented in its final form following incorporation of all UNDP and PSC comments and remarks.

The consultant shall, at least, submit two (2) hard copies to UNDP and five (5) to the PSC of the final version and one (1) soft copy to UNDP.

10 GENERAL RESPONSIBILITIES / REQUIREMENTS

10.1 Reporting and Photography

Given the remote management nature of the project and the fact that UNDP may not maintain prolonged and/or frequent on-the-ground presence, one of UNDP’s management tools is through comprehensive progress reports supported by photographs and similar materials from its counterparts and consulting engineers. The same also applies for illustrating project impacts.

10.1.1 Contents of Report

The consultant shall provide UNDP with bi-weekly progress reports including yet not limited to:

- 10.1.1.1 Meetings held with counterparts, contractors, etc.
- 10.1.1.2 Progress reporting, delays, etc.
- 10.1.1.3 Staff employed by consultant, contractors, counterparts.
- 10.1.1.4 Contractor’s plant and equipment.
- 10.1.1.5 Financial status, predicted cash flow, expected variations.
- 10.1.1.6 Technical Issues.
- 10.1.1.7 Challenges and means to resolve these.
- 10.1.1.8 Security incidents.
- 10.1.1.9 Completed, in-progress, delayed, envisaged, etc. activities.

10.1.2 Photography

The consultant shall provide adequate photographs as an integral part of any submitted reports with the purpose of illustrating progress, impact, elements requiring particular attention and so forth. Photographs shall also be captured and submitted as frequent as requested by UNDP.

While in certain instances the photographs shall be required to portray the status of technical elements, which necessitates that these be of technical nature portraying an engineering view of the photographed element (i.e. site before construction), in other instances the photographs are rather required for general illustrative purposes and should convey a general inclusive overview for non-engineering purposes. It should be noted that these should have an artistic essence to them.

The consultant is alerted to the particular requirements for non-engineering purposes photography, which are required to achieve several purposes including yet not limited to:

- 10.1.2.1 Conveying the overall extent and magnitude of the intervention.
- 10.1.2.2 Conveying the overall intervention nature.
- 10.1.2.3 Conveying a broad overview of the overall intervention.
- 10.1.2.4 Conveying the pre-intervention conditions (i.e. impact of not having the intervention in place such as leachate mismanagement, solid waste issues and the like)
- 10.1.2.5 Conveying the post-intervention conditions (i.e. impact of having the intervention in place such as dry and clean streets, sanitary solid waste cell and the like), which are generally used to assess the intervention impact.

Although many professionals have adequate capacity to capture photographs, the consultant shall ensure a professional photographer is appointed for this particular purpose that has adequate capacity to capture technical and non-technical photographs with the required artistic essence.

The consultants cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

10.2 Translation of Documents

The consultant shall not convey any Arabic language correspondences to UNDP, all official correspondences with the counterparts and other relevant material shall be translated to the English language by a certified translator. The consultant shall always submit the Arabic version together with the translated version including due stamping and sealing of the translated version with sufficient proof that the utilized translator is certified by the Government.

The consultants cost shall be deemed included and/or surcharged in/to the consultant's fee rates under each phase.

11 FACILITIES PROVIDED BY UNDP

No site facilities shall be provided by UNDP.

12 FACILITIES TO BE PROVIDED BY THE CONSULTANT

All required facilities for proper development of all phases of the assignment shall be its own responsibility. Unless otherwise explicitly called upon, any facilities shall be deemed included and/or surcharged in/to the consultant's fee rates. All facilities, equipment, resources, and other expenses necessary for the proper performance of the services and to be provided by the consultant should be broken down in their unit prices.

13 INSURANCE CONTRACTUAL REQUIREMENTS

The consultant is responsible for maintaining professional indemnity/liability insurances in relation to design negligence, errors, and omissions arising out of the performance of the consultancy services in the project or its failure to comply with any of its professional and/or contractual obligations.

The consultant, at his own cost and expense shall provide and maintain for the duration of the contract, the following insurance policies with minimum coverages in favor of UNDP:

- A. **Commercial General Liability**
Combined Single Limit – USD [500,000] per occurrence and USD [5,000,000] annual aggregate.
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability and personal injury liability.
- B. **Professional Indemnity Insurance**
Minimum level of Professional Indemnity Insurance: Minimum USD 500,000 per occurrence for USD 5,000,000 in aggregate.
- C. **Public Liability Insurance**
Minimum level of Public Liability Insurance: USD 500,000 per claim and USD 5,000,000 in the aggregate.

The Insurances should be issued by a reputable insurance company in Jordan in accordance with the relevant applicable laws and regulations. The Consultant shall maintain such professional indemnity insurance from the effective date service agreement for a period not less than three (3) years from completion of the Project or the earlier termination of the agreement. The consultant has to submit the above mentioned insurances within (14) calendar days from the date of issuing the notice to proceed (NTP).

14 LIAISON

The consultant shall liaise with counterparts on all matters related to the execution of the contract. All activities are to be conducted according to UNDP rules and regulations. The consultant shall also obtain the counterparts' endorsement of all its submittals.

15 STAFF REQUIRED

The Consultant shall provide the required staff and qualifications to manage all the different tasks of the assignment. The Consultant should specify their project management, methodology and approach. In the table below, the personnel that will need to be mobilized.

Regardless of the below mentioned staff, it will be the Consultant's full responsibility lonely to bring additional supporting staff to achieve the required scope of work on time without any additional fees. UNDP reserves the right to reject and/or instruct removal of staff due nonperformance. UNDP has the full right to make an appropriate deduction from the contractor's progress payments in case of his failure to secure the site with the below mentioned site staff.

15.1 Stage's Phases I, II, III and IV

The following table shows the minimum qualifications and staffing requirements required for the proper performance of the design review and supervision consultancy services in line with the scope of this assignment:

Title & Main Expertise	Particular Experience & Qualifications	Years of Experience
1) Minimum Key Personnel		
<ul style="list-style-type: none"> - Project Manager / Team leader - International /local 	<ul style="list-style-type: none"> - Minimum degree of BSc in civil engineering from accredited university. - A relevant Degree in project management is a plus. - At least 12 years of work experience in a similar position in the fields of urban and environmental infrastructure developments and complex landfill engineering projects. 	12

Title & Main Expertise	Particular Experience & Qualifications	Years of Experience
<p>- Full Time for Stage 2 (all phases)</p>	<ul style="list-style-type: none"> - Solid experience in the planning and design of MSW facilities particularly sanitary landfills and leachate management systems. - Previous experience in design / design review or management assignments (at least 2 assignments). - Previous experience in supervision of works in at least three sanitary landfills including technical works in total of (5 million m³ excavation, 2 million m³ backfill, 0.5 million m² of HDPE placement, 0.5 million m² GCL placement, and 30,000 m HDPE pipes installation). - Excellent experience in contract management and arbitrations. - Advanced reporting and communication skills. - Wide experience in assessment, data collection, monitoring and evaluation. - Adequate work experience in the Middle East region. - Excellent verbal and written English skills. - The project manager should demonstrate the ability to work with others and lead a project team. The project manager will supervise the entire assignment process and will be responsible for all design review and supervision deliverables, ensuring good quality standards. 	
<p><u>Senior Site construction Engineer</u></p> <p>- Local</p> <p>- Full Time for Stage 2 (Phases III and IV)</p>	<ul style="list-style-type: none"> - Minimum degree of BSc in civil engineering from accredited university with at least 8 years of experience. - Previous implementation of at least two projects of lining in sanitary landfill or reservoir (HDPE and GCL sheets). - Previous implementation of at least two projects of sewage pipes laying and installations, and preferably HDPE pipes. - Previous implementation of earthwork excavations and backfill in minimum of 2.5 million m³. - Strong experience in reviewing the engineering submittals and shop drawings. - Strong experience in following up the technical and financial issues of the construction works. - Wide experience in quantity survey, cost estimates, and price analysis. - Experience in payment preparation, quantity calculation and verification. - Experience in the Construction QA/QC standards and procedures. - Advanced reporting and communication skills. - Excellent verbal and written English skills. 	8
<p><u>Geotechnical / landfill Engineer</u></p> <p>- Local</p> <p>- Full Time for Stage 2 (Phases III and IV)</p>	<ul style="list-style-type: none"> - Minimum BSc degree in geotechnical / material / soil / civil/ environmental engineering from accredited university. - High knowledge of all types of materials to be used and laboratory testing. - At least 5 years of practical experience in material engineering as quality control specialist with preferable 2 years of laboratory test performing. 	5

Title & Main Expertise	Particular Experience & Qualifications	Years of Experience
	<ul style="list-style-type: none"> - Previous implementation of at least one similar project or similar materials to be used. 	
<u>Site Supervisor</u> <ul style="list-style-type: none"> - Local - Full Time for Stage 2 (Phases III and IV) 	<ul style="list-style-type: none"> - Minimum degree of Diploma in civil engineering from accredited university or at least 15 years of practical experience in supervision of construction and structural works. - Previous implementation of at least two projects of lining in sanitary landfill or reservoir (placement of 0.25 million m² HDPE geomembrane and 0.25 million m² GCL sheets). - Previous implementation of earthwork excavations and backfill in minimum of 2.5 million m³. - Previous implementation of at least two projects of sewage pipes laying and installations, and preferably HDPE pipes (a minimum of 15,000 m). - Previous experience in implementation of public health and safety measures for the working staffs at the site. <p>The site supervision will be resident at the working area and will be responsible for the daily follow-up of the technical progress for construction works and installations. The site supervisor will monitor the actual performance of the contractor at the site on a daily basis and will report the site weather conditions and working hours for the staffs and machineries.</p>	15
<u>Land Surveyor and AutoCAD operator</u> <ul style="list-style-type: none"> - Local - Full Time for Stage 2 (Phases III and IV) 	<ul style="list-style-type: none"> - Minimum degree of Diploma in survey or civil engineering from accredited university, and at least 10 years of practical experience in implementation and supervision of land and quantity surveying works. - Previous implementation of at least two projects of sanitary landfills infrastructure works (quantity surveying works for earthwork excavations and backfills in total of 2.5 million m³). - Strong experience in use of all modern survey instruments (total station, GPS, etc...) - Strong experience in AutoCAD and other related IT software. <p>The surveyor will be responsible for reviewing and overseeing field surveying data and mapping products that meet or exceed schedule, budget, and quality. The surveyor will coordinate with the Contractors surveyor on work priorities and schedules, and check the Contractors setting out to verify execution and accuracy.</p>	10
<u>Electro-Mechanical Engineer</u> <ul style="list-style-type: none"> - Local - Part Time for Stage 2 (Phases III and IV) 	<ul style="list-style-type: none"> - Minimum degree BSc degree in Electrical / mechanical engineering from accredited university. - Previous implementation of at least one similar project. - At least 4 years practical experience in electro-mechanical engineering and preferable in similar projects. - Excellent experience in computer-based control systems - Excellent experience in installation and operation of pumping and pipework. 	4
2) Minimum Supporting Personnel for stage 1		

Title & Main Expertise	Particular Experience & Qualifications	Years of Experience
<p><u>Landfill Design Review Engineer</u></p> <p>- International /local</p> <p>Full Time for Stage 1 (Phases I, and II)</p>	<ul style="list-style-type: none"> - Minimum degrees of BSc in civil engineering and MSc in environmental engineering or Architectural engineering from accredited university. - At least 15 years of work experience in similar design position in fields of urban and environmental infrastructure development and complex landfill engineering projects. - Strong experience in the design, construction, and operation of sanitary engineered landfills, landfill liner barrier protection systems, and sanitation and leachate management systems. - Previous experience in waste management and urban infrastructure projects (at least 4 assignments in similar projects). - Excellent verbal and written English skills. - The Landfill Design Review Engineer will be responsible for reviewing the available design files and documents including the architectural, civil, mechanical, and electrical works and materials related technical specifications and standards. Also, the Engineer will be responsible for incorporating the approved remarks and amendments into the original cell design and produce complete set of the final design files and documents. - The Landfill Design Review Engineer is obligated to consider all essential deficiencies, structural challenges and possible changes which might arise during the upcoming construction phase III (works construction). 	15
<p><u>Solid Waste Management Specialist</u></p> <p>- Local/ International</p> <p>- Part time For Stage 1 (Phases I, and II)</p>	<ul style="list-style-type: none"> - Minimum BSc degree in Civil / Environmental Engineering from accredited university. - At least 15 years of practical experience in the design, construction, and operation of sanitary engineered landfills, landfill liner barrier protection systems, and sanitation and leachate management systems. - Waste management and urban infrastructure projects. - At least 3 assignments in similar projects. 	15
<p><u>Geotechnical/ Material Engineer</u></p> <p>Civil /Structural engineering</p> <p>- Local</p> <p>- Part time For Stage 1 (Phases I, and II)</p>	<ul style="list-style-type: none"> - Minimum BSc degree in geotechnical / material / soil engineering. - Landfill constructions and barrier systems materials and specifications. - Quality assurance and laboratory testing. - At least 2 assignments in similar projects. 	10
<p><u>Electro-Mechanical Engineer</u></p> <p>- Local</p> <p>- Part time For Stage 1 (Phases I, and II)</p>	<ul style="list-style-type: none"> - Minimum BSc degree in electro mechanical /engineering from accredited university. - Solid waste facilities, construction and infrastructure projects. - Experience in HDPE pipework, leachate pumping systems and equipment. - Experience in Electrical distribution, conduits, cabling and earthing, flow sensors and pump level control panels. 	10

Title & Main Expertise	Particular Experience & Qualifications	Years of Experience
Draftsman/ CAD operator - Local - Part time For Stage 1 (Phases I, and II)	- Landfill, building construction, roads, landscaping and infrastructure.	5

16 DURATION OF CONTRACT

16.1 Project Implementation Schedule

The following table represents the maximum time required for completion of the project:

#	PHASE ID	DURATION (Calendar Weeks)
I	Review Available Design	Four (4) weeks following contract effective date (not negotiable).
II	Bidding Support Services	The duration of this phase will depend on the bidding period and the actual award date for the works contract, any increase in the duration of this phase will be reflected on the overall duration of the consultancy contract.
III	Construction Supervision & Management	Estimated duration to be around forty (40) weeks. However, depending on the awarded contract stipulations.
IV	Defects and Liability Period	Fifty two (52) weeks (12 months).

17 ANNEXES

Annex 1:

UNDP's terms of reference for the full design works of the landfill cell facility at Al Ekaider landfill site. (Available Upon Request).

REQUEST FOR PROPOSALS

RFP 2016/5

IMPROVING SOLID WASTE MANAGEMENT AND INCOME CREATION IN HOST COMMUNITIES- REHABILITATION OF AL EKAIDER LANDFILL

PROVISIONS OF CONSULTANCY SERVICES

FOR

PROFESSIONAL ENGINEERING DESIGN REVIEW AND SUPERVISION FOR MSW SANITARY LANDFILL CELL, FOR EXPANSION OF PHYSICAL WASTE DISPOSAL CAPACITY OF AL AKAIDER LANDFILL IN IRBID GOVERNORATE, JORDAN

Sections 4 to 6 Technical Proposal and Submission Forms

Section 7 Form For Proposal Security

January 2016



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1 GENERAL SUBMISSION FORMS

1.1 Section 4: Proposal Submission Form

TO BE PRINTED ON OUT ON COMPANY LETTER HEAD

<p>[insert: Location] Date: (insert as day, month and year)</p>
<p>To: [insert: Name and Address of UNDP focal point] Dear Sir/Madam:</p> <p>We, the undersigned, hereby offer to provide professional services for RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al Ekaider Landfill in Irbid Governorate, Jordan 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.</p> <p>We hereby declare that:</p> <ul style="list-style-type: none">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; andd) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP. <p>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.</p> <p>We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].</p> <p>We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.</p> <p>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.</p> <p>We remain Yours sincerely, Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm: Contact Details:</p> <div style="border: 1px solid black; width: 100px; height: 50px; margin-left: auto; text-align: center; line-height: 50px;">Company Stamp</div>

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

End of Section 4

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

1.2.1 Proposer Information Form

TO BE PRINTED ON OUT ON COMPANY LETTER HEAD

<p>Date: <i>[insert date (as day, month and year) of Proposal Submission]</i> RFP No.: 2016/5</p> <p>Page _____ of _____ pages</p>		
1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
<p>12. Proposer's Authorized Representative Information</p> <p>Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's address]</i> Telephone - Land Line No.: <i>[insert Authorized Representative's contact details]</i> Telephone – Mobile No.: <i>[insert Authorized Representative's contact details]</i> Email Address: <i>[insert Authorized Representative's Email address]</i></p>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
<p>14. Attached are copies of original documents of:</p> <p><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet</p> <p><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</p> <p><input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.</p>		

15. Bank Details:	
Main bank	
Account name:	
Bank name	
Bank account number:	
Bank code:	
SWIFT Code:	
Bank IBAN No.	
Bank address:	
Name(s) of signatory(ies):	
Position(s) of signatory(ies):	
Corresponding bank (where applicable)	
Account name:	
Bank name	
Bank account number:	
Bank code:	
SWIFT Code:	
Bank IBAN No.	
Bank address:	
Routing information:	
<p>Authorized Signature: <i>[In full and initials]</i></p> <p>Date: <i>[Day/Month/Year]</i></p>	
<div style="border: 1px solid black; width: 100px; height: 50px; margin-left: auto; text-align: center; vertical-align: middle;"> Company Stamp </div>	

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.

1.2.2 Partners or Joint Ventures of the Company Participating in the Project Form

If you are partnered with more than one entity please use this form once for each partner

TO BE PRINTED ON OUT ON COMPANY LETTER HEAD

Date: <i>[insert date (as day, month and year) of Proposal Submission]</i> RFP No.: 2016/5		
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)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. JV's Party Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's address]</i> Telephone - Land Line No.: <i>[insert Authorized Representative's contact details]</i> Telephone – Mobile No.: <i>[insert Authorized Representative's contact details]</i> Email Address: <i>[insert Authorized Representative's Email address]</i>		
13. 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.		
Authorized Signature: <i>[In full and initials]</i> Date: <i>[Day/Month/Year]</i>		
		<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> Company Stamp </div>

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.

1.2.3 Declaration of NO Conflict of Interest Form

TO BE PRINTED ON OUT ON COMPANY LETTER HEAD

Location:

Date:.....

To: [insert: Name and Address of UNDP focal point]

Dear Sirs:

Subject: RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al Ekaider Landfill in Irbid Governorate, Jordan

Declaration for NO Conflict of Interest

I/We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the Services required.

In providing the Offer, our company has no knowledge of or the ability to avail ourselves of confidential information (other than confidential information which may have been disclosed by UNDP to the Proponents in the normal course of inviting for the Request for Proposal (RFP) where the confidential information would be relevant to the Services required or the RFP evaluation process.

Name: _____

Signature: _____

Position: _____

Date: _____

Company
Stamp

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.

1.2.4 Declaration of Litigation and Arbitration History Form

TO BE PRINTED ON OUT ON COMPANY LETTER HEAD

Location:.....

Date:.....

To: *[insert: Name and Address of UNDP focal point]*

Dear Sirs:

Subject: RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al Ekaider Landfill in Irbid Governorate, Jordan

Declaration of Litigation and Arbitration History

I/We hereby certify that *[insert name of company (ies)]* have never been involved in any Litigation or Arbitration and not aware of any litigation or Arbitration to be instituted at this stage.

Name:

Signature:

Position:

Date:

Company
Stamp

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.

Note: If above is incorrect please provide full details of Litigation or Arbitration

1.2.5 Declaration by the Applicant Form

TO BE PRINTED ON OUT ON COMPANY LETTER HEAD

Location:

Date:.....

To: [insert: Name and Address of UNDP focal point]

Dear Sirs:

Subject: RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al Ekaider Landfill in Irbid Governorate, Jordan

Declaration by the Applicant

I, the undersigned, being the person responsible in the applicant organization for this RFP, certify that the information given in this Request for Proposal is correct.

Name:

Signature:

Position:

Date:

Company
Stamp

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.

End of Section 5

2 SECTION 6: TECHNICAL PROPOSAL

The Technical Proposal MUST be submitted in a Separate Electronic File from the Financial Proposal and must not contain any pricing information. Please see DS No. 23 “Conditions and Procedures for electronic submission”. Technical Proposals not submitted in this format may be rejected.

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

2.1 Details of Organization / Expertise Firm

FORM 1: Expertise of Institution / Organization	
1.1 Details of Organization:	<p>Provide a brief description of the organization/institution profile submitting the proposal with the following data:</p> <ul style="list-style-type: none"> - Provide Profile of the organization (maximum 15 pages), including the address of the office and branches and contact details. Information on registration with government and relevant ministries. - General Firm/ corporate Qualifications. - Firm/ corporate Organization structure, technical capacity & experience. - Specific Experience in the relevant field (Previous & Similar projects (references during the last 7 years). - General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support in terms of the given resources). - Demonstrated experience globally and in the Middle East. - Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills). - Relevance of work for UNDP and/or other international organizations. - Independent assessment, organization performance and achieved results on similar projects. The following documents are required as a proof: <ul style="list-style-type: none"> - Internal and external evaluation. (if available) - Independent capacity assessment made by international organizations (if available). - Assessment of performance made by beneficiaries, stakeholders and clients of organizations. - Brief information on adopted and certified reports.
1.2 General Organizational Capability:	<ul style="list-style-type: none"> - Valid Certificate of Registration of the business. Provide proving documentation. - Provide information on financial stability of the Organization; provide detailed Financial Statements for the last three years of 2012, 2013, 2014, to present Income Statement and Balance Sheet duly certified by a Public Accountant. - Date of creation and length in existence; has the organization evolved in terms of scope and operational activity? Provide annual report, website reference link and media reports if available. - For national entities wishing to submit proposal, an international expert should be on the team; for international entities wishing to submit proposal, the deliverable should abide fully with national laws and

regulations as announced by the Ministry of Environment of Jordan.

1.3 Quality assurance procedures, warranty

- Provide information adequate assessment methods used to ensure the quality of reports & studies delivered.
- Present effective reporting methods on achieved results to share with stakeholders.

1.4 Brief information on relevance of specialized Knowledge Experience on Similar Programme / Projects in Jordan and region.

1.5 Management Structure of the Institute /Organization.

Management Structure and Governing or oversight board of the Organization, the following information required:

- Organizational chart and hierarchy.
- Partnerships/Joint Ventures: Explain any partnerships/joint ventures with local, international or other organizations.

FORM 2 - Proposed Methodology, Approach and Implementation Plan

2.1 to 2.4 Provide Project Implementation Plan with specific time frame and methods of achieving the outcomes, involving personnel as per TOR and Project Implementation Plan. Project Implementation Plan should include the scope of works in line with TOR requirements, quality assurance, project monitoring, reporting and testing etc.,. The internal technical quality assurance review mechanism to be used for the projects implementation. See Project Implementation Plan.

FORM 3: Key Personnel related to this project (Refer Terms of Reference, clause 15)

3.1 Project Manager/Technical Team Leader:

- Suitability for the Project, Management skills.
- Relevant Academic Experience (Recognized Degree in the field of expertise).
- Professional Experience in the area of specialization (12 years min).
- Knowledge of the region (Middle East)
- Language Qualifications (English and preferably Arabic also)
- Provide CV as per template in Annex A

3.2 Key Staff & Supporting Staff (refer Technical Proposal Evaluation Form 3) at the section 2 "Instructions to Proposers"

- Suitability for the Project, Management skills.

- Relevant Academic Experience (Recognized Degree in the field of expertise).
- Professional Experience in the area of specialization (as per ToR).
- Knowledge of the region (Middle East)
- Language Qualifications (English and preferably Arabic also)
- Provide CV as per template in Annex A

2.2 Project Implementation Plan

In line with TOR and scope of works required provide project implementation plan be completing this Form.

2.2.1 Schedule I Composition of the Team and Task(s) of Each Member

Name	Position	Task(s)	Duration (Days)	
			Start Date	Finish Date

Name	Position	Task(s)	Duration (Days)	

2.2.2 Schedule II Project Activity (Work) Schedule / Bar Chart

#	Activity / Description	Duration (Months)	Dates		Months from the Start of the Assignment											
			Start	Finish	1	2	3	4	5	6	7	8	9	10	11	12
1.			March 2016													
2.																
3.																
4.																
5.																
6.																
7.																
8.																
9.																
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30.																
31.																
32.																
33.																
34.																
35.																

To cover each and every activity and its sub activities as per the TOR

Note: estimated period of project implementation is around twelve (12) months which is not including the defects liability period which is another (12) months.

2.3 Organogram

The Proposer is required to **submit an Organogram** reflecting the reporting line for each key & supporting staff member to be mobilized for this project.

2.4 Annexes

2.4.1 Annex A: Curriculum Vitae (CV)

CURRICULUM VITAE			
Proposed Position:			
Full Names & Surname:		Date of Birth:	(Day/Month/Year)
Nationality:		Gender:	
Language Skills:	(For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing)		
Educational and other Qualifications:	(Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)		
Trainings:	(Indicate significant training since degrees under Education and were obtained)		
Summary of Experience: (Brief description of main tasks and achievements in the field of specialization)			
Employment Record			
(Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment)			
Period: From (Year): To (Year): Employer: (Full names of company/organization and location) Positions Held: Name of Assignment or Project: Year: Location: Client: Main Project Features: Positions Held: Detailed Tasks Assigned: (List all tasks to performed under this assignment) Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned: (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed hereunder)			
Period: From (Year): To (Year): Etc.			
Period: From (Year): To (Year): Etc.			
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
_____ [Signature of staff member or authorized representative of the staff]			Date: _____ Day/Month/Year
Full name of authorized representative: _____			

Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

2.4.2 Annex B: Project Specific Information

Provide assignment-relevant specific international, regional, local experience of the company or its staffs in similar assignments during the past five years (minimum 5 up to maximum of 10) completed in the DACON Format and to be submitted in the following format

TO BE PRINTED ON OUT ON COMPANY LETTER HEAD

Project Specific Information		
Project Name:		Country:
Location Within Country:		Key Staff Provided By Firm:
Client Name:		No. of Staff Employed:
Client Address:		No. Of Staff-Months:
Start Date (m-y):	End Date (m-y):	Value of Project (in Current US\$):
Name of Supervisory / Project Manager (client):		Contact Details of Supervisory / Project Manager (client):
Name of Senior Staff (project director/coordinator, team leader) Involved in Functions Performed:		
Narrative Description Of Project (<u>Not more than 150 words</u>):		
<p>Authorized Signature: <i>[In full and initials]</i></p> <p>Date: <i>[Day/Month/Year]</i></p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Company Stamp </div>		

Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

2.4.3 Schedule of Non-Compliance

In this schedule the Proposer shall provide a list of deviations to the Scope of Works and/or Technical Specifications. Each deviation shall be referred to the relevant specification clause.

This should be written in the Letterhead of the Proposer. Except for indicated fields, no changes may be made in this format or layout

RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al Ekaider Landfill in Irbid Governorate, Jordan	
Clause No.	Non Compliance
<div> Authorized Signature: <i>[In full and initials]</i> Date: <i>[Day/Month/Year]</i> </div> <div> Company Stamp </div>	

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.

3 CHECKLIST FOR PROPOSERS

The hereunder checklist will assist Proposers to verify the required documents that need to be submitted together with the Technical and Financial Proposal.

Subject: RFP – 2016/5: Professional Engineering Design Review and Supervision for MSW Sanitary Landfill Cell, for Expansion of Physical Waste Disposal Capacity of Al Ekaider Landfill in Irbid Governorate, Jordan			
No.	Description of Documents	Provided OR Not Applicable	Page Number
1	Company Profile [Letter of Invitation & Instructions to Proposers, Data Sheet, DS No. 26]		
2	Proposal Submission Form signed and stamped [Technical Proposal & Submission Forms, Clause 2.1 (Section 4)].		
3	Proposer Information Form signed and stamped [Technical Proposal & Submission Forms, Clause 2.2.1 (Section 5)].		
4	Partners or JV of Company Participating signed and stamped [Technical Proposal & Submission Forms, Clause 2.2.2 (Section 5)] if applicable.		
5	Declaration of NO Conflict of Interest Form signed and stamped [Technical Proposal & Submission Forms, Clause 2.2.3 (Section 5)]		
6	Declaration of Litigation and Arbitration History Form signed and stamped [Technical Proposal & Submission Forms, Clause 2.2.4 (Section 5)] <i>All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable</i>		
7	Declaration by Applicant Form signed and stamped [Technical Proposal & Submission Forms, Clause 2.2.5 (Section 5)]		
8	Forms 1 to 3: Details of Organization / Expertise of Firm [Technical Proposal & Submission Forms, Clause 3.1 (Section 6)]		
9	Project Implementation Plan [Technical Proposal & Submission Forms, Clause 3.2 (Section 6)]		
10	Organogram reflecting the reporting lines for each staff member [Technical Proposal & Submission Forms, Clause 3.3 (Section 6)]		
11	Duly signed CV's of all proposed key staff [Technical Proposal & Submission Forms, Clause 3.4.1 (Section 6)]		
12	Project Specific Information reflecting [Technical Proposal & Submission Forms, Clause 3.4.2 (Section 6)]		
13	Statement of Satisfactory Performance from the Top <i>Three</i> Clients in terms of provision of similar services during the last 3 years (if available)		
14	List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation		
15	Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.		

16	Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation		
17	Quality Certificate (e.g. ISO....etc..) and/ or other similar certificates, accreditations, awards or citations received by the Bidder, if any		
18	Latest Audited Financial Statements (Income Statement and Balance Sheet) Including Auditor's Report for the past Three Years.		
19	If available credit rating evidenced by reputable reporting agencies (i.e., Dunn and Bradstreet, Moody's Investor Services) for reports on the company's production facilities, financial and management status; if not provided, UNDP will ask the reporting agency to contact the company and obtain a report on later stage.		
20	Financial soundness: Proposers shall provide documentary evidence; preferably in the form of latest available audited financial accounts proving that the total average cumulative annual turnover over each of the last three years exceeded the amount of US\$ 300,000		
21	List of Bank References (Name of Bank, Location, Contact Person and Contact Details)		
22	Financial Proposal Form Section 8 (Price Schedule). To be submitted separately from the Technical Proposal		
23	Schedule of Non-Compliance		
24	Confirmation of non-inclusion of the proposer in the in 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 in the list of vendors sanctioned by UNDP		
25	Proposal Security Form Section 7		
26	This Check List		

Authorized Signature: *[In full and initials]*

Date: *[Day/Month/Year]*

Company
Stamp

Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

End of Section 6

4 **SECTION 7: 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 deliver goods and execute related services for [indicate RFP title] (hereinafter called “the RFP”):

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 Proposal;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP; 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 until a date 30 days from the date of issue by UNDP of a certificate of full acceptance of all goods and satisfactory performance / completion of all related services by the Proposer.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

End of Section 7

REQUEST FOR PROPOSALS

RFP 2016/5

IMPROVING SOLID WASTE MANAGEMENT AND INCOME CREATION IN HOST COMMUNITIES- REHABILITATION OF AL EKAIDER LANDFILL

PROVISIONS OF CONSULTANCY SERVICES

FOR

PROFESSIONAL ENGINEERING DESIGN FOR MSW SANITARY LANDFILL CELL, FOR EXPANSION OF PHYSICAL WASTE DISPOSAL CAPACITY OF AL EKAIDER LANDFILL IN IRBID GOVERNORATE, JORDAN

Section 8

Financial Proposal

(To be Returned in a Separate Envelope / Email as the Financial Offer)

January 2016



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1 **GENERAL**

1.1 **Submission**

The **Financial Proposal must be provided in a separate electronic file** to the e-mail address indicated in DS. 23.

All pages shall be duly signed in **BLUE** ink. Each page shall be stamped with the Proposers company stamp / seal.

1.2 **Soft Copies**

The soft copies issued under separate cover in Word and/or Excel format are issued for the purpose of facilitating bidders in preparation of the Offer however, it remains the Bidders responsibility to ensure that the wording, figures, calculations are in accordance with relevant requirements as stipulated in the relevant sections.

1.3 **Format**

The format shown on the following pages is suggested for use in preparing the Financial Proposal. **No deletion or modification** may be made in this form. Any such deletion or modification may **lead to the rejection** of the Proposal.

1.4 **Price Structure**

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

The UNDP reserves the right at the time of making the award of contract to **increase or decrease** items in the Bills of Quantity, if required, without any change in unit price or other terms and conditions, by the **amount of 25% of the initially** Price Schedule.

The rates and quantities shall be used for the price analyses and evaluation purposes or any other requirements during the project implementation and shall be fixed and firm for the duration of the contract and any claim for price adjustment will not be entertained. The prices shall be inclusive of all facilities, office running cost, communication, transportation, and company overheadsetc.

Proposers are expected to submit realistic prices. Any gross deviations from the prevailing market prices or unethical manipulations to take advantage of the RFP system may cause the Proposer to be disqualified.

1.5 **Project Specific Support Services**

The support services may include fees for payments settled by the contractor on behalf of UNDP for the ongoing activities under the contract. Such as, but not limited to, payments for placing advertisements, printing services, renting equipment, human resources support and so forth. The payment shall be settled based on clear instructions from UNDP after at least (3) three quotations are collected and submitted by the contractor to UNDP and the lowest responsive quoted price is approved by UNDP.

UNDP, upon the requirement, shall instruct the contractor in writing to perform the above mentioned service

2 FINANCIAL PROPOSAL

2.1 Price Schedule

#	Item / Description	Total (\$US)
A	Phase I: Review Available Design	
B	Phase II: Bidding Support Services	
C	Phase III: Construction Supervision & Management	
D	Phase IV: Defects and Liability Period	
E	GRAND TOTAL OF PRICES BEFORE DISCOUNT	
F	Percentage Discount Offered	%
G	GRAND TOTAL OF PRICES AFTER DISCOUNT	

#	Item / Description	Unit	QTY	Daily Rate \$US	Total \$US
1	<u>Project Manager/ Team Leader</u> Civil Engineering Full Time	Rate Only	1		
2	<u>Senior Site construction Engineer</u> Civil Engineering Full Time	Rate Only	1		
3	<u>Geotechnical / landfill Engineer</u> Civil / Geotechnical Engineering Full Time	Rate Only	1		
4	<u>Site Supervisor</u> Diploma Engineering or 15 yrs. experience Full Time	Rate Only	1		
4	<u>Land Surveyor and AutoCAD operator</u> Diploma Engineering and/or 10 yrs. experience Full Time	Rate Only	1		
5	<u>Electro-Mechanical Engineer</u> Part Time (whenever needed)	Rate Only	1		

2.2 Project Specific Support Services

A	PROJECT SPECIFIC SUPPORT SERVICES "Only to be claimed only upon UNDP's written instructions"	
A.1	Management fee (%) required by the consultant for provision of additional materials, resources, equipment or services by others specialist companies	%

2.3 Breakdown of the provided facilities and relevant expenses (only for indicative purposes)

Mobilization Items (Indicative items)		
Fixed items	Unit	\$US
Facilities		
<u>Office accommodation</u>		
<u>Site equipment</u>		
<u>Computers and accessories</u>		
<u>Printer, copier and scanner</u>		
<u>Documentations, fax, etc...</u>		
<u>Office furniture</u>		
<u>Photographic camera</u>		
<u>Mobile Telephones</u>		
<u>Internet access</u>		
<u>Licenses /Approvals</u>		
Timely related items		
<u>Transportations</u>		
<u>Flight Tickets</u>		
<u>Electricity</u>		
<u>Potable water</u>		
<u>Transportation</u>		
<u>Fuel</u>		
<u>Communications</u>		
Miscellaneous items		
Professional Insurances		
Performance Bonds		

2.4 Terms of Payment

UNDP shall effect payments after acceptance and upon achievement of the corresponding milestones and in the following manner and amounts:

#	Item / Description / Milestone	Interim Payment Portion
1.0	PHASE ID	
1.1	Phase I: Review Available Design	100% of phase I amount after final completion of this phase
1.2	Phase II: Bidding Support Services	100% of phase II amount after final completion of this phase
1.3	Phase III: Construction Supervision & Management	Monthly Payments calculated by dividing the total amount of this phase by the number of months based on the implementation period
1.4	Phase IV: Defects and Liability Period	100% of phase IV amount after final completion of this phase
2.0	PROJECT SPECIFIC SUPPORT SERVICES	
2.1	Monthly Payment: Upon Delivery and Acceptance of Services	50%
2.2	Upon Acceptance of the Close-Out Report	50%

2.5 Retention

A deduction of percentage (10%) of each progress claim will be subjected on the approved interim (or monthly) payments as retention. The total retention amount will be returned back to the selected Consultant after getting signed final completion certificate duly.

End of Section 8

REQUEST FOR PROPOSALS

RFP 2016/5

IMPROVING SOLID WASTE MANAGEMENT AND INCOME CREATION IN HOST COMMUNITIES- REHABILITATION OF AL EKAIDER LANDFILL

PROVISIONS OF CONSULTANCY SERVICES

FOR

PROFESSIONAL ENGINEERING DESIGN REVIEW AND SUPERVISION FOR MSW SANITARY LANDFILL CELL, FOR EXPANSION OF PHYSICAL WASTE DISPOSAL CAPACITY OF AL AKAIDER LANDFILL IN IRBID GOVERNORATE, JORDAN

Section 9

Form For Performance Security

Sections 10 & 11

Pro Forma Contract for Professional Services and Special Conditions

January 2016



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1 **SECTION 9: FORM FOR PERFORMANCE 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 Contractor”) has undertaken, in pursuance of Contract No. Click to enter dated Click to enter, to deliver the goods and execute related services Click here to enter text. (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

If the RFP requires the submission of a Performance Security, which shall be made a condition to signing and affectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

End of Section

2 **SECTION 10: CONTRACT FOR PROFESSIONAL SERVICES, INCLUDING GENERAL TERMS AND CONDITIONS**

This is UNDP's Template for Professional Service for the Proposer's reference. Adherence to all terms and conditions is mandatory.

2.1 **Pro-Forma Contract for Professional Services, including General Terms and Conditions UNDP General Conditions of Contract for Services**

Contract for Professional Consulting Services between UNDP and a Company or other entity

Date _____

Dear Sir/Madam,

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

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

1. **Contract Documents**

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as ANNEX I. The provisions of such ANNEX shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as ANNEX II;
 - c) the Breakdown of Cost, attached hereto as ANNEX II ;
 - d) the Additional Special Conditions
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in ANNEX II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following Contracted individuals:
- 2.3 Any changes in the above key Contracted individuals shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified by in the attached Terms of Reference.
- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

(COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in ANNEX _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by

	UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4.	<u>Special conditions</u>
4.1	The responsibility for the safety and security of the Contractor and its Contracted individuals and property, and of UNDP's property in the Contractor's custody, rests with the Contractor. (Please see attached, Additional Special Conditions).
5.	<u>Submission of invoices</u>
5.1	An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
5.2	Invoices submitted by fax shall not be accepted by UNDP.
6.	<u>Time and manner of payment</u>
6.1	Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
6.2	All payments shall be made by UNDP to the following Bank account of the Contractor: <div style="margin-left: 40px;"> <div>_____ [NAME OF THE BANK]</div> <div>_____ [ACCOUNT NUMBER]</div> <div>_____ [ADDRESS OF THE BANK]</div> </div>
7.	<u>Entry into force. Time limits.</u>
7.1	The Contract shall enter into force upon its signature by both parties.
7.2	The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.
7.3	All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.
8.	<u>Modifications</u>
8.1	Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.
9.	<u>Notifications</u>
	For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:
For the UNDP:	
	Name
	Designation
	Address

Tel. No.
Fax. No.
Email address:

For the Contractor:

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

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,
[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____

2.2 UNDP General Conditions of Contract for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have

under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

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

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

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



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End of Section 10

3 **SECTION 11: SPECIAL CONDITIONS**

This is UNDP's Special Conditions for the Proposer's reference. Adherence to all terms and conditions is mandatory.

SPECIAL CONDITIONS

In accordance with the Contract, the following special conditions shall supplement or replace the provisions of General Conditions of Contract for Services (hereinafter "the General Conditions").

1. UN Security standards do not apply to the Contractor's personnel, thus the Contractor's personnel are not obliged to follow the UN declared movement restrictions or other confinements called for security purposes for the locality where the services are provided, unless deemed necessary by the Contractor and/or the Service Provider. If UN movement restrictions or other confinements are observed, no payments shall be processed by UNDP.
2. In the event when a Contractor and/or Service Provider is prevented from working due to circumstances beyond his/her control, payments as applicable shall be discretion of the respective UNDP Manager with appropriate authority.
3. The Contractor's personnel are not subject to the United Nations Management System and therefore UNDP has no obligation to provide security support to the contracted personnel and assumes no responsibility whatsoever for the safety and security of said contracted personnel. The Contractor must assume full responsibility for the security of the contracted personnel and must provide UNDP with adequate proof in the form of a Security Plan, or similar, that adequate precautions and procedures have been considered and implemented to ensure the safety and security of the contracted personnel. However, when in UN facilities, the contracted personnel will be obliged to comply fully with all UN security policies and procedures.
4. UNDP will not provide, nor arrange for, accommodation, security, life-support and logistical support to the contracted personnel. The contractor will be responsible to ensure that their personnel are provided with secure accommodation and transportation, medical support, security support and life-support in accordance with local, current, and potential future, security conditions, as assessed and advised by a professional security advisor and/or in accordance with the policies of the insurance underwriters. On an exceptional basis, should transportation be necessary in a UN or UNDP vehicles and or aircraft, the contracted personnel will be required to comply fully with UN and UNDP security and transportation policies and procedures.
5. The contractor will be responsible to provide the contracted personnel with all security emergency equipment they may require such as ballistic helmets (equivalent to NIJ Level III) and ballistic vests (equivalent to NIJ Level IV), communications equipment such as satellite phones, mobile phones, etc.
6. The contractor will be responsible for all transportation & travel, both to and from site and also within the country. UNDP will only provide assistance in securing seats on UN, or other, flights where civil aviation services are not available, and if so, the contracted personnel will be required to comply fully with all UN security and transportation policies and procedures.
7. The contractor will be required to provide the contracted personnel with adequate life and medical insurance in accordance with local, current, and potential future, security conditions, including sufficient cover for emergency medical air evacuation, from their duty-location, as assessed by a

professional security and/or medical advisor, to a suitable location, including the cost of ongoing medical treatment. UNDP is not responsible to provide medical services or emergency medical evacuation, by air or by road, to the contracted personnel.

8. Suspension

UNDP may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension. In the event the contract is suspended by UNDP, only the substantiated items shall be looked for in compensation for the ongoing costs.

INSURANCE CONTRACTUAL REQUIREMENTS

The consultant is responsible for maintaining professional indemnity/liability insurances in relation to design negligence, errors, and omissions arising out of the performance of the consultancy services in the project or its failure to comply with any of its professional and/or contractual obligations.

The consultant, at his own cost and expense shall provide and maintain for the duration of the contract, the following insurance policies with minimum coverages in favor of UNDP:

A. **Commercial General Liability**

Combined Single Limit – USD [500,000] per occurrence and USD [5,000,000] annual aggregate.

Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability and personal injury liability.

B. **Professional Indemnity Insurance**

Minimum level of Professional Indemnity Insurance: Minimum USD 500,000 per occurrence for USD 5,000,000 in aggregate.

C. **Public Liability Insurance**

Minimum level of Public Liability Insurance: USD 500,000 per claim and USD 5,000,000 in the aggregate.

The Insurances should be issued by a reputable insurance company in Jordan in accordance with the relevant applicable laws and regulations. The Consultant shall maintain such professional indemnity insurance from the effective date service agreement for a period not less than three (3) years from completion of the Project or the earlier termination of the agreement. The consultant has to submit the above mentioned insurances within (14) calendar days from the date of issuing the notice to proceed (NTP).

End of Section 11