



SECTION 1. LETTER OF INVITATION

04 April 2016
Ankara, Turkey

Provision of Services for detailed site survey/assessment, operational planning, environmental/safeguards assessment, training, and supporting technical supervision related to the removal of the POPs stockpile and environmentally sound clearing and restoration of the Merkim site in Kocaeli, Turkey under the scope of POPs Legacy Elimination and POPs Release Reduction Project

Dear Mr./Ms.:

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 – Evaluation Methodology for Proposals
- Section 4 – Terms of Reference (incl. Annexes)
 - Annex 1:** Elaborated project design framework by Outcome, Output and Activity
 - Annex 2:** Background, Summary of Previous Work and Project Design Strategy for Addressing the Merkim Site (Based on the UNDP Project Document)
 - a) Merkim Site History
 - b) List of Available Technical Reports **(soft copies of the reports will be shared with the prospective offerors that sent acknowledgement letter to UNDP)**
- Section 5 – Proposal Submission Form
- Section 6 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 7 – Technical Proposal Form
- Section 8 – Financial Proposal Guideline and Form
- Section 9 – Joint Venture Declaration Form
- Section 10 - Instructions for Preparation and Submission of Proposals
- Section 11 - Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of Eligibility Component, Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 10.

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

United Nations Development Programme
Birlik Mahallesi, Katar Caddesi, No: 11, 06610
Çankaya, Ankara Turkey
Fax number: +90 312 496 14 63
ela.kalay@undp.org
Attention: Ela Kalay

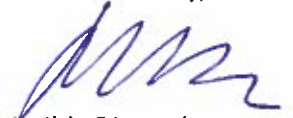
The letter should be received by UNDP no later than ***April 14, 2016***. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,



Matilda Dimovska
Deputy Resident Representative
UNDP Turkey

SECTION 2. INSTRUCTIONS TO PROPOSERS

Definitions

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

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 4 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/transparencypdocs/UNDP Anti Fraud Policy English FINAL June 2011.pdf](http://www.undp.org/about/transparencypdocs/UNDP%20Anti%20Fraud%20Policy%20English%20FINAL%20June%202011.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 5);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 6);
- 9.3 Technical Proposal (see prescribed form in RFP Section 7);
- 9.4 Financial Proposal (see prescribed form in RFP Section 8);
- 9.5 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

1. 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.

2. 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.

3. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 5 of this RFP.

4. 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 ongoing, 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 nos. 29 and 30).

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

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

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

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

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

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:

- i. to sign the Contract after UNDP has awarded it;
- ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

5. 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.

6. 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;
- 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.

7. 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 6, 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.

8. 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.

9. Alternative Proposals

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

10. 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.

11. 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

12. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said

Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

13. Deadline for Submission of Proposals and Late Proposals

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

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

14. 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.

15. 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.

16. 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

17. 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.

18. Evaluation of Proposals

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

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data**

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

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

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

$$\begin{array}{r} (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ + (\text{FP Rating}) \times (\text{Weight of FP, e.g. 30\%}) \\ \hline \end{array}$$

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 :

- Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;

- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

19. 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.

20. 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.

21. 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

22. 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)

23. Award Criteria

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

24. 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.

25. 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.

26. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 10 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

27. Bank Guarantee for Advanced Payment

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

28. 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 Instructions 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:	PIMS: 4603 - POPs Legacy Elimination and POPs Release Reduction Project
2		Title of Services/Work:	Provision of Services for detailed site survey/assessment, operational planning, environmental/safeguards assessment, training, and supporting technical supervision related to the removal of the POPs stockpile and environmentally sound clearing and restoration of the Merkim site in Kocaeli, Turkey.
3		Country / Region of Work Location:	Kocaeli / Turkey
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	Shall not be considered
7	C.22	A pre-proposal conference will be held on:	22 April 2016 at 10:00 (GMT+2), Provincial Directorate of Environment and Urbanization – Kocaeli. For details and RSVP: ela.kalay@undp.org Half-day site visit to Merkim site Half-day Q/A session at Provincial Directorate of Environment and Urbanization – Kocaeli

			NOTE: The associated costs to attend the pre-conference meeting shall be borne by the attendee.
8	C.21	Period of Proposal Validity commencing on the submission date	120 days
9	B.9.5 C.15.4 b)	Proposal Security	Not Required
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	Not allowed
13		Liquidated Damages	UNDP reserves the right to; Procure the subject services from another party at a price comparable to market rates and request and receive payment of the service price billed by the other party, from the Contractor.
14	F.37	Performance Security	Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	10 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Ela Kalay, Project Associate Address: United Nations Development Programme Birlik Mahallesi, Katar Caddesi, No: 11, 06610 Çankaya, Ankara, Turkey Facsimile: Fax No. : +90 312 496 1463

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			E-mail address dedicated for this purpose: ela.kalay@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by e-mail or fax, and Posting on the website 1-www.tr.undp.org 2-www.devbusiness.com 3-www.ungm.org 4-www.undp.org
19	D.23.3	No. of copies of Proposal that must be submitted	Original : 1 Soft Copy: 1 on CD / USB (only technical proposal)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Ref: UNDP-TUR-RFP-PROJ(POPs)-2016/01 Attention: Ela Kalay, Project Associate Address: United Nations Development Programme (UNDP) Turkey, Birlik Mah. Katar Caddesi No: 11, 06610, Çankaya Ankara-Turkey
21	C.21 D.24	Deadline for Physical Delivery of the Proposals to UN House in Ankara	Date : May 10, 2016 Time : 17:30 (COB)
22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery, Other means of delivery, such as e-mail, will be rejected.
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Electronic submission of proposals is <u>not allowed</u> .
24	D.23.1	Date, time and venue for opening of Proposals	Date : May 2016 Venue : UN House, Ankara-Turkey
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	The Evaluation shall be made on the basis of the following, as detailed in Section 9 of this RFP: 1. Meeting <u>all (each and every one of)</u> PASS/FAIL CRITERIA. 2. Combined Scoring Method for the Offerors who have met all PASS/FAIL CRITERIA and SUBCRITERIA, using the 70% -30% distributions for technical and financial proposals, respectively. For an Offeror to be determined as “technically qualified”, that Offeror should secure at least 70% of total maximum attainable technical scores.

			At the end of the above described evaluation process, the technically qualified proposers shall be identified and ranked according to their combined scores (technical+financial).
26	C.15.1	Required Documents that <u>must</u> be Submitted to establish Eligibility of the Proposers.	<ol style="list-style-type: none"> 1. Section 5 and 6 of the RFP is fully completed, and signed by the authorized representative of the offeror; 2. Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2011 including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well). 3. Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized presentative of the offeror in the Certificate of Registration document.) 4. Official Letter of Appointment (required if the proposal is signed by another person who is not indicated in the registration document or power of attorney) 5. Tax Registration/Payment certificate issued by the Internal Revenue Authority evidencing that the proposer is updated with its tax payment obligations, or certificate of tax exemption, if any such privilege is enjoyed by the proposer, 6. If Joint Venture – copy of the Memorandum of Understanding or Letter of Intent to form a JV, or Registration of JV, if registered. (as per Section 9 – JV Declaration) 7. Financial statements OR bank statements OR other records (certified by independent third parties) reflecting companies financial turnover (average 250,000 USD as min. requirement) and financial situation for the last three years 8. At least Three (3) Statement of Satisfactory Performance / reference letters signed by the Top Clients in terms of Contract Value in the past 5 years for the similar works (2011, 2012, 2013, 2014,2015). Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any

			<p>information regarding the performance of the proposer will not be considered.</p> <p><u>IMPORTANT NOTES:</u></p> <p><u>Note 1:</u> In case the Offeror does not submit copies of the requested documents along with their proposals, UNDP reserves the right to request them in any phase of the evaluation process. Failure to provide these documents when they are requested by UNDP shall result in <u>disqualification</u> of the respective Offeror.</p> <p><u>Note 2:</u> In case of the offeror is a JV, only the <u>leading partner</u> shall comply with the criteria items 1&7.</p> <p><u>Note 3:</u> If the offeror is a member of a group company, the statement of Satisfactory Performance / reference letters shall belong to its own, but not to another member(s) of the group. If the offeror would like to use similar work experiences of other member(s) of the group company in the context of its technical proposal, it shall apply through establishment of a JV. (see the table provided in Section 7, sub-section 1.2)</p>
27		Other documents that shall be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal	As per Section 7 of the RFP. Any modification may lead to disqualification.
29	C.15.2	Latest Expected date for commencement of Contract	June 2016
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	<p>Phase 1: Target Commencement Date: June 2016 Target Completion Date: December 2016. (Please refer to Table 1 in Section D of the ToR, for detailed timeframe)</p> <p>Phase 2: Another procurement activity will be conducted by UNDP, upon completion of Phase 1, for the provision of services for the elimination and remediation of the Merkim Site. Those services will be performed in such a manner (in terms of timing) that remediation will follow elimination. Accordingly, Phase 2 will commence upon initiation of elimination activities and</p>

			will be valid till the end of them, which are foreseen to be completed by the end of 2017.																					
31		UNDP will award the contract to:	One Proposer only																					
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	Evaluation will be conducted through three phases; 1- Eligibility Check (Pre-qualification) in respect to the table provided in Section 3.1. 2- Technical evaluation in respect to the evaluation grid provided in Section 3.2. 3- Financial evaluation																					
33	E.29.4	Post-Qualification Actions	Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed in similar works, if needed;																					
34		Conditions for Determining Contract Effectivity	Compliance of the proposal to the requirements of the TOR for this RFP, Qualification of key personnel, organizational capability, good track record.																					
35		Payment	<p>UNDP shall affect payments to the Contractor as per the payment schedule provided in below table.</p> <p>The payments will be made on lump sum basis for the deliverables of Phase 1 upon the approval of UNDP for the respective deliverable irrespective of the contractors' level of inputs for the preparation of the deliverable.</p> <p>Phase 1</p> <table border="1"> <thead> <tr> <th>Task</th><th>Deliverable</th><th>Due Date</th><th>Percentage of total price (weight for payment)</th></tr> </thead> <tbody> <tr> <td>1</td><td>Inception Report</td><td>Week 4</td><td>10</td></tr> <tr> <td>2</td><td>Site Description and Survey Report</td><td>Week 7</td><td rowspan="4">50</td></tr> <tr> <td>3</td><td>Operational Plan and Cost Estimate Report</td><td>Week 11</td></tr> <tr> <td>4</td><td>Merkim Site Technical Specification</td><td>Week 14</td></tr> <tr> <td>5</td><td>EIA Report for Environmental Expertise submission</td><td>Week 14</td></tr> </tbody> </table>	Task	Deliverable	Due Date	Percentage of total price (weight for payment)	1	Inception Report	Week 4	10	2	Site Description and Survey Report	Week 7	50	3	Operational Plan and Cost Estimate Report	Week 11	4	Merkim Site Technical Specification	Week 14	5	EIA Report for Environmental Expertise submission	Week 14
Task	Deliverable	Due Date	Percentage of total price (weight for payment)																					
1	Inception Report	Week 4	10																					
2	Site Description and Survey Report	Week 7	50																					
3	Operational Plan and Cost Estimate Report	Week 11																						
4	Merkim Site Technical Specification	Week 14																						
5	EIA Report for Environmental Expertise submission	Week 14																						

	EA, SA and EMP for UNDP safeguards review		
6	Report on demolition quantity estimates and technical specifications	Week 17	20
7	Report on site assessment scope and potential remediation approach	Week 18	
8	Training Manual Presentation materials Delivery of training modules	TBD during inception phase not later than December 2016	20

UNDP will request the services in the context of Phase 2, as the need arises. The payments will be made on the basis of actual man/days invested by the Contractor for each service request and related deliverable (inspection reports) upon approval of UNDP.

Phase 2

Task	Deliverable	Payment
9	Inspection reports (frequency and of reporting due dates will be decided during the execution of the contract)	Daily professional fee * # of days provided for consultancy and monitoring services (max 40 days – nonconsecutive during the contract period)

40 days of professional consultancy is being provided based on estimations of UNDP and is subject to change as per needs of the project. UNDP does not guarantee to procure any amount of services from the Contractor in the context of Phase 2.

			100% of each payment to the Contractor shall be affected upon acceptance and approval by UNDP, of the respective deliverables and related invoices submitted by the contractor. Invoices shall be paid within 30 (thirty) days of the date of their acceptance by UNDP.
36		Taxation	<p>UN and its subsidiary organs are exempt from all taxes. Therefore Offerors shall prepare their Financial Proposals, excluding VAT.</p> <p>It is the Offeror's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués.</p>
37		Preparation and submission of proposals.	Please refer to Section 10- Instructions for preparation and submission of proposals.
38		Other Information Related to the RFP	The entity that will be awarded the contract for this assignment or an entity associated, or have been associated in the past, directly or indirectly, with the contacted entity or any of its affiliates shall be considered as ineligible for the tender processes for the subsequent works covered under the scope of this assignment in order to prevent conflict of interest.

SECTION 3. EVALUATION METHODOLOGY FOR PROPOSALS

3.1. PASS/FAIL ELIGIBILITY CRITERIA (CHECK THE CONSISTENCY WITH THE ITEMS LISTED IN THE DATASHEET)

	Not Applicable	Pass	Fail
Section 5 and 6 of the RFP is fully completed, and signed by the authorized representative of the offeror;			
Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2011 including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).			
Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized representative of the offeror in the Certificate of Registration document.)			
Official Letter of Appointment (required if the proposal is signed by another person who is not indicated in the registration document or power of attorney)			
Tax Registration/Payment certificate issued by the Internal Revenue Authority evidencing that the proposer is updated with its tax payment obligations, or certificate of tax exemption, if any such privilege is enjoyed by the proposer,			
Financial statements OR bank statements OR other records (certified by independent third parties) reflecting companies financial turnover (average 250,000 USD as min. requirement) and financial situation for the last three years			
At least Three (3) Statement of Satisfactory Performance / reference letters signed by the Top Clients in terms of Contract Value in the past 5 years for the similar assignments (2011, 2012, 2013, 2014,2015) Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding performance of the proposer, status of the progress, etc. will not be considered.			
If Joint Venture – copy of the Memorandum of Understanding or Letter of Intent to form a JV, or Registration of JV, if registered. (as per Section 9 – JV Declaration)			

IMPORTANT NOTES:

Note 1: In case the Offeror does not submit copies of the requested documents along with their proposals, UNDP reserves the right to request them in any phase of the evaluation process. Failure to provide these documents when they are requested by UNDP shall result in **disqualification** of the respective Offeror.

Note 2: In case of the offeror is a JV, only the **leading partner** shall comply with the criteria items 1&7.

Note 3: If the offeror is a member of a group company, the statement of Satisfactory Performance / reference letters shall belong to its own, but not to another member(s) of the group. If the offeror would like to use similar work experiences of other member(s) of the group company in the context of its technical proposal, it shall apply through establishment of a JV. (see the table provided in Section 7, sub-section 1.2)

3.2. TECHNICAL EVALUATION GRID

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and scoring is allocated in accordance with the below given Technical Evaluation Criteria. If the proposer does not meet any of the **minimum technical qualification criteria/requirements** defined in the Forms 1, 2 and 3 of the Technical Proposal Evaluation (presented below), it shall be given **score zero and be automatically disqualified**.

The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Methodology, Approach and Implementation plan

Form 3: Personnel

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	35%	350
2.	Proposed Methodology, Approach and Implementation Plan	35%	350
3.	Management Structure and Key Personnel	30%	300
TOTAL			1000

Technical Proposal Evaluation		Points obtainable
Form 1		
Expertise of the Firm/Organization		
1.1	General Organizational Capacity	140
1.1.1	General Experience and Capacity (35)	
1.1.1.1	Years of General Experience (20) <ul style="list-style-type: none"> - Establishment before 2011 - 14 (Minimum Requirement) - Establishment before 2006 – 17 - Establishment before 2001 – 20 	20
1.1.1.2	Countries of Operation (through registered branches, liaison offices, etc.) <ul style="list-style-type: none"> - Being operational in 2 countries (registered branches, liaison offices, etc.) -5 - Being operational in more than 2 countries (registered branches, liaison offices, etc.) – 10 - Being operational in more than 2 countries (registered branches, liaison offices, etc.) – 15 	15
1.1.2	Litigation and Arbitration History <ul style="list-style-type: none"> - No past history - 20 - Past history resolved – 10 - Past history unresolved – 0 	20
1.1.3	Financial Strength (average 250,000 USD as min. requirement) <ul style="list-style-type: none"> - between 250,000 – 500,000 USD - 35 - between 500,000 USD – 1,000,000 USD - 45 - more than 1,000,000 USD - 50 	40

1.1.4	Quality Assurance <ul style="list-style-type: none"> - Existence of quality assurance mechanism within the organization – 15 - ISO 9001 (Quality Management System) or national equivalent -15 - ISO 14001 (Environmental Management System) or national equivalent-15 - Absence of quality assurance mechanism within the organization – 0 - Absence of ISO 9001 (Quality Management System) or national equivalent – 0 - Absence of 14001 (Environmental Management System) or national equivalent - 0 	45
1.2	Relevance	210
1.2.1	Specific Experience / Specialized Knowledge <ul style="list-style-type: none"> - 5 year of specific experience related to hazardous waste/site remediation (minimum requirement) - 21 - More than 5 years of specific experience related to hazardous waste/site remediation -25 - More than 5 years of specific experience related to hazardous waste/site remediation site survey/assessment, and associated technical/environmental approvals as listed in Section 4 (TOR) -30 	30
1.2.2	Experience on Similar Programme/Projects <ul style="list-style-type: none"> - implementation of three similar projects (minimum requirement) -42 - implementation of more than three similar projects – 51 - implementation of more than three similar projects applying specialized experience related to hazardous waste management, site survey/assessment, operational planning design and technical/environmental approvals as listed in Section 4 (TOR)- 60 	60
1.2.3	Experience on Projects in the Region/Country (Turkey) <ul style="list-style-type: none"> - no experience - 0 - experience in neighboring countries - 30 - experience in Turkey – 60 	60
1.2.4	Experience working with International Organizations <ul style="list-style-type: none"> - no programs/projects – 0 - up to two programs/projects – 20 - between two and four programs/projects – 40 - more than four programs / projects 60 	60
TOTAL PART 1		350

Technical Proposal Evaluation		Points Obtainable
Form 2		
Proposed Methodology, Approach and Implementation Plan		
2.1	Proposed Methodology and Approach	150
2.1.1	Level of compliance of the Offeror's description of the scope of the work and comments on the Terms of Reference, compared to the ToR,) <ul style="list-style-type: none"> - Full understanding – (90-100% of the maximum attainable points) - Well understanding - (between 80-89% of the maximum attainable points) - Satisfactory understanding – (between 70-79% of the maximum attainable points) - Fair understanding – (between 30-69% of the maximum attainable points) - Poor Understanding – (between 0-29% of the maximum attainable points) 	50
2.1.2	The strength and applicability of the technical methodology and approach, proposed by the Offeror <ul style="list-style-type: none"> - Comprehensive and systematic methodology - (90-100% of the maximum attainable points) 	40

	<ul style="list-style-type: none"> - <i>Well appropriate - (between 80-89% of the maximum attainable points)</i> - <i>Satisfactorily appropriate – (between 70-79% of the maximum attainable points) (min requirement)</i> 	
2.1.3	<p>Quality assurance mechanism proposed by the offeror to be conducted during the implementation of the project</p> <ul style="list-style-type: none"> - <i>Strongly defined Quality assurance mechanism – (90-100% of the maximum attainable points)</i> - <i>Well defined (between 80-89% of the maximum attainable points)</i> - <i>Satisfactorily defined Quality Assurance mechanism - (between 70-79% of the maximum attainable points)</i> - <i>Fairly defined Quality assurance mechanism - (between 30-69% of the maximum attainable points)</i> - <i>Poorly defined or no quality assurance mechanism - (between 0-29% of the maximum attainable points)</i> 	30
2.1.4	<p>Risks, identified by the Offeror along with proposed risk mitigation strategies and measures</p> <ul style="list-style-type: none"> - <i>Risks identified with strong mitigation measures – (90-100% of the maximum attainable points)</i> - <i>Risks identified with good mitigation measures - (between 80-89% of the maximum attainable points)</i> - <i>Risks identified with satisfactory mitigation measures – (between 70-79% of the maximum attainable points)</i> - <i>Risks identified with fair mitigation measures – (between 30-69% of the maximum attainable points)</i> - <i>No risks identified or risks identified with poor mitigation measures- (between 0-29% of the maximum attainable points)</i> 	30
2.2	Implementation Plan	200
2.2.1	<p>Work flow is clear (step-by-step) and is in line with the ToR</p> <ul style="list-style-type: none"> - <i>Excellent (90-100% of the maximum attainable points)</i> - <i>Very Good (between 80-89% of the maximum attainable points)</i> - <i>Satisfactory(between 70-79% of the maximum attainable points)</i> - <i>Fair (between 30-69% of the maximum attainable points)</i> - <i>Poor (between 0-29% of the maximum attainable points)</i> 	40
2.2.2	<p>Milestones clearly identified, as per ToR</p> <ul style="list-style-type: none"> - <i>Excellent (90-100% of the maximum attainable points)</i> - <i>Very Good (between 80-89% of the maximum attainable points)</i> - <i>Satisfactory(between 70-79% of the maximum attainable points)</i> - <i>Fair (between 30-69% of the maximum attainable points)</i> - <i>Poor (between 0-29% of the maximum attainable points)</i> 	30
2.2.3	<p>Time plan is realistic and achievable, and is in line with the ToR</p> <ul style="list-style-type: none"> - <i>Excellent (90-100% of the maximum attainable points)</i> - <i>Very Good (between 80-89% of the maximum attainable points)</i> - <i>Satisfactory(between 70-79% of the maximum attainable points)</i> - <i>Fair (between 30-69% of the maximum attainable points)</i> - <i>Poor (between 0-29% of the maximum attainable points)</i> 	40
2.2.4	<p>Work flow and time plan is supported by a clear resource schedule (personnel time + equipment (e.g. hardware and software) + data)</p> <ul style="list-style-type: none"> - <i>Excellent (90-100% of the maximum attainable points)</i> - <i>Very Good (between 80-89% of the maximum attainable points)</i> - <i>Satisfactory(between 70-79% of the maximum attainable points)</i> - <i>Fair (between 30-69% of the maximum attainable points)</i> - <i>Poor (between 0-29% of the maximum attainable points)</i> 	40
2.2.5	<p>Planned involvement of partner(s) / subcontractor(s) to carry out particular activities, description of roles, previous working ,</p>	50

<p>Extent of using national sub-contractors for activities demonstrated as beneficially requiring national expertise:</p> <ul style="list-style-type: none"> - 2 or more activities demonstrated as beneficially requiring direct national expertise sub-contracted – 40 - 1 activity demonstrated as beneficially requiring national expertise sub-contracted – 20 - No activities demonstrated as beneficially requiring national expertise sub-contracted – 0 <p>Extent of Non-National Sub-contracting:</p> <ul style="list-style-type: none"> - 2 or more activities sub-contracted – 0 - 1 activity sub-contracted – 5 - No activities sub-contracted – 10 	
TOTAL PART 2	350

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	<p>Proposed Team Structure</p> <ul style="list-style-type: none"> - Excellent (90-100% of the maximum attainable points) - Very Good (between 80-89% of the maximum attainable points) - Satisfactory (between 70-79% of the maximum attainable points) - Fair (between 60-69% of the maximum attainable points) - Poor (between 0-29% of the maximum attainable points) 		30
3.1.1	Key Personnel		270
3.1.1.1.	Project Manager		50
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- General Qualification	(10)	
	- Professional Experience	(15)	
	- Specific Experience	(25)	
3.1.1.2	Resident Project Coordinator		40
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- General Qualification	(8)	
	- Professional Experience	(12)	
	- Specific Experience	(20)	
3.1.1.3	Site Survey, Mapping and Assessment Expert		30
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- General Qualification	(6)	
	- Professional Experience	(9)	
	- Specific Experience	(15)	
3.1.1.4	International HW Management Specialist		30
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- General Qualification	(6)	
	- Professional Experience	(9)	
	- Specific Experience	(15)	
3.1.1.5	National HW Management Specialist		30
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- General Qualification	(6)	
	- Professional Experience	(9)	
	- Specific Experience	(15)	

3.1.1.6	Environmental Impact Assessment Specialist		30
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- <i>General Qualification</i>	(6)	
	- <i>Professional Experience</i>	(9)	
	- <i>Specific Experience</i>	(15)	
3.1.1.7	Social Impact Assessment Specialist		30
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- <i>General Qualification</i>	(6)	
	- <i>Professional Experience</i>	(9)	
	- <i>Specific Experience</i>	(15)	
3.1.1.8	Hazardous Waste / Contaminated Site Clean-up Training Expert)		30
	Suitability for the Project (please refer to Section 4 ToR - Item H)	Sub-Score	
	- <i>General Qualification</i>	(6)	
	- <i>Professional Experience</i>	(9)	
	- <i>Specific Experience</i>	(15)	
TOTAL PART 3			300

NOTE for Section 3.1.1

- Compliance with minimum requirements and all asset(s) specified in Section H of the TOR will grant 70% and 30% of the maximum attainable score, respectively, for each criteria.
- In the event that qualifications of a key personnel that is proposed by the Offerors do not meet one of the relevant minimum requirements, the proposed candidate shall secure zero (0) points from the evaluation of that key personnel.
- In the event that qualifications of key personnel to be proposed by the Offerors do not comply with one of the respective minimum requirements in three (3) positions or more the Offerors may be disqualified.
- UNDP possess the right to ask the Contractor to replace the personnel that do not meet the minimum requirements before contract signature. Signature of the contract will be bound by provision of an expert who fully meets the minimum requirements stated in the ToR. In such case, the contract price to be proposed by the Contractor will remain unchanged.

SECTION 4. TERMS OF REFERENCE (TOR)

A. PROJECT TITLE: POPS LEGACY ELIMINATION AND POPS RELEASE REDUCTION PROJECT

B. PROJECT DESCRIPTION

B.1. Background

The UNDP in collaboration with UNIDO and Ministry of Environment and Urbanization implements the project which objective is to protect human health and the environment globally as well as locally through addressing POPs legacies including elimination of POPs Pesticide and PCB stockpiles, and initiating clean-up of associated POPs and chemical pollutant contaminated sites, as well as dealing with longer term PCB phase out consistent with the country's Stockholm Convention obligations, reducing U-POPs release in major industrial sectors, and providing targeted institutional, regulatory and technical capacity strengthening, all within a sound chemicals management framework. The project is directed by the Ministry of Environment and Urbanization. It will meet this objective by eliminating a large POPs pesticide stockpile consisting of pure HCH and associated high concentration POPs waste and PCB stockpiles as well as supporting assessment, cleanup and monitoring of priority POPs contaminated sites involving representative range of site contamination situations, remediation approaches and clean-up financing modalities. The project will also demonstrate the sustainable treatment of cross contaminated PCB transformer units by means of de-halogenation technologies, will provide technical assistance for setting up a national plan for treatment of PCB contaminated transformers, and will provide technical assistance for the establishment of BAT/BEPs among priority U-POPs emitting sectors. Additionally the project will support the qualification of needed hazardous waste infrastructure and national technical capability for the ongoing management of POPs and other chemical hazardous wastes as well as supporting the strengthening of institutional and regulatory capacity within an overall chemicals management framework. Components under the supervision of UNDP includes component 1, 4 and 5.

B.2 Definitions

The following terms, symbols, concepts, acronyms and abbreviations are frequently used in this Terms of Reference:

UNDP: *United Nations Development Programme*

Employer: *United Nations Development Programme*

Contractor: *The entity, contracted by UNDP, to perform the services, stipulated in this ToR*

The Assignment: *Unless otherwise specifically noted, "the Assignment" refers to the "POPs Legacy Elimination and POPs Release Reduction Project"*

MoEU: *Ministry of Environment and Urbanism*

PMU: *Project Management Unit (staffed by UNDP)*

B.3 General Standards and Requirements

The following codes, standards and regulations should be considered as reference during the implementation of the Assignment, which shall not be limited to below:

- 2872 Environmental Law (O.J. 11.8.1983-18132)
- Regulation on the Waste Management (O.J. 02.04.2015-29314)
- Regulation on the General Principles of Waste Management (O.J. 05.07.2008 – 26927)
- Regulation on the Control of Hazardous Wastes (O.J. 14.03.2005 – 25755)
- Communiqué Pertaining to the Land Transport of Wastes (O.J. 18.01.2013 – 28532)
- EU Regulation 1013/2006/EC on the Shipment of Wastes, Basel Convention.

- Regulation on the Incineration of Wastes (O.J. 06.10.2010 – 27721)
- Regulation on the Control of Excavation Soil, Construction and Destruction Wastes (O.J. 18.03.2004 – 25406)
- Regulation on the Storage of Wastes (O.J. 26.03.2010 – 27533)
- Regulation on Soil Pollution Control and Point Source Polluted Areas (O.J. 08.06.2010- 27605)
- Regulation on the occupational health and (O.J. 09.12.2003-25311)

C. OBJECTIVE OF THE ASSIGNMENT AND SCOPE OF SERVICES

C.1 Objective of the Assignment

This consulting assignment is intended to provide the key technical, operational planning, and environmental management definition required to undertake the elimination of POPs stockpiles, cleanup and restoration of Merkim POPs pesticide stockpile site in Turkey. It is envisioned to be undertaken by an experienced team made up of a partnership of international and national environmental services technical consulting firms organized in the form of a joint venture and/or appropriate sub-contracting arrangements.

The primary objectives of this assignment are to provide i) a detailed estimate of waste quantities and an operational design recommendations applicable to tender specifications for the contracting activities required to package and remove obsolete/POPs pesticide wastes and associated residual contamination from the Merkim warehouse in an environmentally sound manner; ii) similar estimates for the cleaning and demolition of the structure; and iii) a general recommended scope for the post site clearing assessment and remediation action for the site. Additional objectives are i) preparation of environmental assessment documentation to meet national regulatory and international safeguards requirements; ii) development and delivery of required training programs for site work; and iii) provision of on-site technical supervision during implementation of site work

The Project that this assignment is a part of is entitled “**POPs Legacy Elimination and POPs Release Reduction Project**”. It is a Global Environmental Facility (GEF) project with UNDP and UNIDO acting as the GEF Implementing Agencies that was first approved for preparation in December 2011 and received funding approval in December 2014 for grant funding of US\$10.8 million with a co-financing commitment of US\$84.7 million. The project as approved by the GEF and formally agreed between UNDP/UNIDO and the Government of Turkey (GoT) is documented in a Project Document (PD)².

The project consists of five operational Components plus the standard Monitoring/Evaluation and Project Management provisions. The overall structure of the project in terms of Components, Outcomes and Outputs as approved in the PD is provided in Attachment 1. UNDP is the lead GEF Implementing Agency and responsible for Components 1, 4 and 5. UNIDO is responsible for Components 2 and 3. One of project’s primary objectives in terms of global environmental benefit relates to Component 1, the principle Outcomes of which are summarized below. The current assignment relates is Outcome 1.1.

- *Component 1 Outcome 1.1 (Elimination and Infrastructure removal from remaining POPs pesticide storage sites)* covers activities to be undertaken primarily in relation to elimination of POPs pesticides and related POPs wastes at the Merkim storage site. This will involve i) the detailed assessment and planning phase; ii) packaging and removal of the POPs stockpiles and their transport for environmentally sound destruction; iii) the industrial cleaning of the structure interior and the similar off-site destruction of these materials; iv) the demolition of the structure and its removal for disposal; and v) the physical clean-up of the overall site to a state suitable for

²[http://www.thegef.org/gef/sites/thegef.org/files/gef_prj_docs/GEFProjectDocuments/POPs/Turkey%20-%20\(4601\)%20-%20POPs%20Legacy%20Elimination%20and%20POPs%20Release%20Reduction/2-13-2013%20ID4601%20rvised%20PPG.pdf](http://www.thegef.org/gef/sites/thegef.org/files/gef_prj_docs/GEFProjectDocuments/POPs/Turkey%20-%20(4601)%20-%20POPs%20Legacy%20Elimination%20and%20POPs%20Release%20Reduction/2-13-2013%20ID4601%20rvised%20PPG.pdf)

future industrial/commercial land use. As a separate activity, the elimination of a minor stockpile of obsolete pesticides in the hands of public sector agencies will be provided for.

- *Component 1 Outcome 1.2 (Elimination of high concentration PCBs and PCB containing equipment stockpiles)* covers activities and outputs associated with the collection, packaging and export of PCBs and PCB contaminated equipment surrendered as a result of phase out activities in the course of the project.
- *Component 1 Outcome 1.3 (Qualification of existing and developing POPs destruction facilities)* covers activities and outputs associated with technical qualification and upgrading to international standards of the existing İZAYDAŞ HTI facility in İzmit, and the qualification of other facilities in Turkey.

C.2 Site Technical Information

The Merkim site consists of warehouse complex located in an industrial area along the Marmara Sea in Sirintepe Region of the Derince town of Kocaeli (See Attachment 2). It is estimated to contain up to approximately 3,000 tons of bagged and loose obsolete pesticide feedstock made up primarily of HCH congeners. These chemicals, produced approximately 20 years ago to be used in the production of Lindane, are generally stored as white powder in 50 kg nylon bags and metal barrels in 6 interconnected warehouse structures having mixed hard surface and soil floors, within the 8,120 square-meter plot owned by Merkim Industrial Products Co. The warehouse is currently nominally sealed to prevent gross release of fugitive emissions although this was only accomplished in 2003. A wire fence preventing access surrounds the storage area. The outer facade, the ground, and the roof of the warehouses are physically inappropriate to permanently store such chemical substances. An estimated 85% of the chemical substances are stored in the torn or worn-out nylon bags and metal barrels, and the rest is spread on the warehouse floor. Historical moisture contact with chemicals inside the warehouse is evident suggesting leakage through the roof and outer facade. The accumulation of water mixed with chemical substances is visible in many parts of the warehouse floor. This creates a potential for leakage through permeable ground layers of soil.

This overall area of Kocaeli in which the store is located is a heavily industrialized with current and historical activities associated with the petrochemical and scrap metal industries including supporting port facilities. The site is approximately 300 m from the shore and 300 m to the nearest residential area with roads surrounding it on 4 sides. The nearest facilities are the oil distribution operations of the oil companies Shell, Petrol Ofisi and BP. A chemical facility (Koruma Tarım) where the pesticides are still produced is approximately 700 m from the site.

Annex 2 provides a composite extraction of the available background and details of the conceptual design as elaborated in the PD. As list of available relevant technical reports is provided below. These are going to be shared by the companies which will send its Acknowledgement Letter.

- LINK Inspection Report 2015
- LINK Inspection Report 2011
- Caleb Brett/Deniz Survey S.A.
- TUBITAK, Marmara Research Centre, Environment and Clean Production Institute, "Chlorine pesticide analysis studies" in the samples (raw material, soil, wall and water) of Merkim Endüstri Ürünleri a.ş., November 2013.

C.3 Scope of Work

The Contractor will have substantive direct experience in the design, planning and management of similar hazardous waste stockpiles and contaminated sites including technical expertise in site survey/mapping/assessment, operational planning of hazardous waste management activities, related environmental assessment, and hazardous waste management/dangerous good training. Consistent with the above assignment objective the scope of work to be undertaken by the Contractor is described under the following task definitions and documented outputs:

- *Task 1- Assignment familiarization and mobilization:* This is the assignment inception task that will involve the mobilization of the agreed team both at home office and in-country locations, and development of sufficient understanding of the project to initiate the subsequent substantive technical tasks detailed below. This will include the review of existing data and planning documentation, making contact and establishing working relationships with counterpart organizations (Merkim, MoEU, Kocaeli City, ENGOs, specialty service providers, etc.), site familiarization, and mobilization of technical support resources required. The principle Task 1 outputs as documented in an Inception Report will be i) a critical commentary the existing state of knowledge and operational planning (developed from the Contractor's technical proposal as agreed); ii) a detailed work plan for the overall assignment; and iii) description/confirmation of mobilization and implementation status.
- *Task 2 - Undertaking detailed site survey/mapping, quantity estimation and supplementary analytical assessment:*
This Task will involve undertaking detailed survey and associated mapping activities on the Merkim site. This will involve: i) fully defining the physical dimensions of the structures and site boundaries and, location of the subject stockpiles; ii) a definitive analytical characterization of the stockpiled material; and iii) estimating the extent (in terms of dimensions and estimated quantity) of associated high concentration residual hazardous waste both internally (floors and in structural components) and externally. The primary objective of this task is to accurately define site layout and the physical quantities of POPs pesticide stockpiles and waste. The purpose of having this information in well documented form is as input into: i) the operational plan as defined in Task 3 below; and ii) UNDP's tender the stockpile waste collection, packaging, and ultimately off-site disposal³.

The analytical work proposed should be undertaken under an systematic methodology and agreed protocol that ideally will combine a field screening technique that correlates with POPs pesticides and/or total organic chlorinated pesticides (OCP) as confirmed with qualified laboratory analysis on a check basis (Such a proposed protocol should be included in the Contractor's proposal). The results will serve as input for the tender specifications and be sufficiently detailed for purposes of national regulatory classification, preparation of export/import transaction documentation under the Basel Convention, and for inclusion in disposal tender documentation.

As guidance, there is no preference stated for the use of national or international laboratories except that they are certified⁴ for a resolution level and reliability suitable for practical site assessment decision making. Selection and contracting of qualified sampling and analytical capability is the responsibility of the Contractor based on commercial factors and response

³ It is anticipated that environmentally disposal will be undertaken at qualified destruction facilities either outside of the country or if qualified in Turkey, all in accordance with the requirements of the Basel/Stockholm Convention and GEF STAP guidance. Tender specifications for this disposal will be provided by the UNDP project team as part of a turn-key tender covering both the work on the Merkim site and disposal.

⁴ Certification will be according to Waste Directive Article 11. Please refer to certified laboratories from <http://laboratuvar.cevre.gov.tr/yonetim/sorgu.asp>

efficiency. If out of country analytical services are selected, assurance that a reliable sample transfer protocol providing rapid turn-around has been established should be provided. A listing of national laboratories that may be potentially deemed qualified is provided in the PD noting that determination/demonstration of suitable qualification is the Contractor's responsibility.

The principle outputs of Task 2 will be documented in a Site Description, Survey and Assessment Report.

- *Task 3-Develop a detailed operational plans for stockpile and associated POPs waste packaging, and removal:* This task will develop a detailed operational plan including a supporting reference cost estimate and technical tender specifications for packaging, removal of POPs stockpiles and internal highly contaminated residuals. This will include steps involved in staging of operations, the industrial cleaning of the empty structures, and provision of interim storage options inclusive of local transportation if applicable. Included in the operational plan will be sub-plans covering i) qualification requirements for contractors and labor including training standards; ii) occupational health and safety measures and contractor plan requirement; iii) contractor environmental management plan requirements; and iv) emergency response requirements; all in a manner consistent with the national legislation and international standards. This work shall take the following into consideration:
 - Recognizing the constrained area of the site, current condition and distribution of POPs pesticides and associated residual waste, and proximity to neighbouring development and infrastructure, the conceptual approach to undertaking the packaging and removal of POPs pesticides needs to provide for overall containment of fugitive emissions to the site and to the maximum degree possible within the structures themselves
 - Following from the above, the packaging of POPs pesticides and high POPs concentration residual wastes followed by structure cleaning should be staged such that the operation works through the warehouse structures in a systematic incremental fashion.
 - As an integral part of a staged operation provision on site needs to be made for clean areas, and zoning as to level of contamination to accommodate access, application of PPE, and other support facilities such as removal loading points, change areas and analytical support.
 - Protocols should be recommended for segregation of completed, active and yet to be addressed areas with respect to access, movement between such areas, and, in the case of completed areas practices to establish their post removal condition in term of contaminant levels before and after industrial cleaning. In that regard, the recommendations should be made with respect to achievable standards of structure surface cleanliness to allow disposal of future demolition waste as non-hazardous industrial waste under national regulations, inclusive of proposed methodologies if determining such levels.
 - Provision for ambient indoor and outdoor air quality monitoring should be provided for.
 - Within the overall requirement that packaging shall be in UN approved containers suitable for road and sea transport, options for packaging types should be evaluated and costed, including placement in standard shipping containers securely adapted for hazardous waste transport.
 - The requirement and options for interim off-site storage of packaged and potentially containerized waste removed from the site but held prior to bulk shipment for disposal should be evaluated and costed.
 - Providing visual material for the operation.
- *Task 4 - Tender specification for selected operational works plan:* This task will involve of the translation of the selected operational work plan decided upon based on Task 3 into a formal tender specification to be used as part of the tender process for the packaging, removal and

ultimately destruction of the POPs pesticide stockpiles and waste prepared and issues by UNDP (see Footnote reference under Task 3). As such it shall be compliant with any national requirements and norms applicable. It will include specification of all performance requirements applicable for to the packaging, removal and interim storage steps (as applicable) and the materials used therein. Additionally it will cover the required EHS/Emergency Response procedures and practices, and Environmental Management Plan (EMP) to be utilized, all consistent with both national and international standards and as applicable national regulatory requirements. The principle Task 4 output will be the final Merkim Site Technical Specification.

- *Task 5 - Development of international environmental and social safeguards documentation:* The project and specifically the work on the Merkim site requires approval at an international level through the environmental and social safeguarding process applied by UNDP/GEF.⁵ Additionally, the outputs from this process will also be used to inform national and local regulatory authorities. The UNDP/GEF safeguard documentation would involve a standard high level Environmental Assessment (EA), Social Assessment (SA) and EMP. The latter details a check list of measures to be applied and which are monitored against in the inspection safeguarding process as part of the projects monitoring and evaluation procedures.
- *Task 6 – Development of quantity estimates and demolition specifications, including disposal specifications for demolition waste:* This task covers generation of a tender ready scope of work and reference base cost estimate covering the demolition of the empty and cleaned warehouse structures along with the environmentally sound disposal of the waste materials and full clearance the site.
- *Task 7 - Recommendations respecting post removal site assessment, clean up and remediation:* This task involves the development of an indicative detailed site assessment scope appropriate to evaluating the residual contamination left after the substantive work of eliminating the POPs pesticides and high concentration residual contamination associated with it as well as the old structures. This will be used as the initial basis for tendering a formal site assessment and remediation program.
- *Task 8 – Operational and safeguards training (institutional and owner personal):* Under this task, the Contractor will develop and deliver a training program in Kocaeli, for 3 days long with approximately 20 attendees, specifically designed for operational personnel and site supervisory staff involved directly in the cleanup of the Merkim site and associated activities. The detailed scope of the training program, its various components and the levels of instruction required will be determined in consultation with UNDP PMU, Merkim, MoEU, and local authorities. However the program design should utilize accepted international standard guidance materials as successfully applied on other like projects and would include but not necessarily be limited to the following subject matter: i) overall scope and purpose of the elimination of POPs pesticide stockpiles and the Merkim site cleanup; ii) site access and movement rules, iii) use of PPE; iv) procedures on key operational activities such as excavation (manual and mechanized), packaging/loading/ transport on and off the site; iv) environmental practices to minimize contaminant spread; v) emergency response procedures; vi) health monitor requirements; vii) record keeping; viii) EHS communication and feedback mechanisms; ix) violation reporting; and x) public communication/liaison. Course delivery will be in the Turkish language and should be a combination of classroom and practical demonstration formats. The number of primary trainees who are anticipated to be drawn from MoEU provincial organization operational staff, Merkim staff, and from personnel from prospective national works execution entities will be determined

⁵ <http://www.undp.org/ses>

in consultation between stakeholders and the Contractor based on operational staffing requirements defined in the selected operational plan (Task 3). The program will be supported by a training manual which along with the program presentation materials will be the Tasks main outputs. It is anticipated that the training will be delivered immediately in advance of initiating Merkim site works. Recognizing that this may occur in phases with preliminary activities occurring as early as the second half of 2016 and then during the main site work in 2017 with at least two training course periods being anticipated along with periodic short refresher and update provisions made during the work as required. Optimization of delivery through use of a phased “train the trainers” approach may be considered, noting that leaving a cadre of qualified trainers within national entities is desirable. It should be noted that requests for additional attendees may be made by various stakeholder organizations such that space for attendance may be required for MoEU regulatory staff, national emergency response personnel, City of Kocaeli staff, ENGO representatives, and others. It should be noted that the Contractor’s scope is confined to provision of the program design, venues, instruction, instructional materials and the core copies of training manuals and presentations. All costs associated with the trainee attendance and logistics related to course delivery will be the responsibility of other stakeholder participants whereas cost of MoEU personnel attending to the training will be covered and borne by the Contractor.

- *Task 9 – Operational on-site technical supervision:* The final task in the assignment is the provision of on-site supervision and quality assurance for the implementation of the works inclusive of coordinating the orderly accumulation of documentation and data for transfer to Merkim. This would be anticipated to be provided by the Contractor’s qualified national staff involved in the primary design tasks (Tasks 2 thru 8) supported as required by international experts.

D. EXPECTED OUTPUTS AND TARGET COMPLETION DATES

The following table lists the summaries of the activities and deliverables against required timeframes. The “Deliverables” are the minimum requirements and will be supplemented and complemented by additional studies/annexes, as appropriate.

This time period include the time required for technical and administrative approvals.

D.1 Main Deliverables and Estimated Submission Dates

The primary responsibility of the Contractor is to efficiently deliver the following tasks and deliverables at a high level of quality and competence within the agreed schedule by ensuring the required resources and expertise is applied when and where required to do so. Basic to fulfilling such responsibilities will be provision of appropriate logistical support, materials and communication capability in Turkey and specifically in Kocaeli and elsewhere to meet these responsibilities. This will include provision of technical support services such as site sampling and associated analytical work, and supply of required equipment and PPE for field staff. The following summarizes client expectations with respect to deliverables and an indicative schedule.

Table 1

Phase 1

Task	Deliverable	Indicative Duration (Weeks)	Indicative Delivery Date*
Task 1- Assignment familiarization and mobilization	• Inception Report	Week 1-3	Week 4

Task	Deliverable	Indicative Duration (Weeks)	Indicative Delivery Date*
<i>Task 2 - Undertaking detailed site survey/mapping, quantity estimation and supplementary analytical assessment</i>	<ul style="list-style-type: none"> Site Description and Survey Report 	Week 4-6	Week 7
<i>Task 3 - Develop a detailed operational plans</i>	<ul style="list-style-type: none"> Operational Plan and Cost Estimate Report 	Week 7-10	Week 11
<i>Task 4 - Tender specification for selected operational works plan</i>	<ul style="list-style-type: none"> Merkim Site Technical Specification 	Week 11-13	Week 14
<i>Task 5 - Development of international environmental and social safeguards documentation</i>	<ul style="list-style-type: none"> EA, SA and EMP for UNDP safeguards review 	Week 7-13	Week 14
<i>Task 6 – Development of quantity estimates and demolition specifications, including disposal specifications for demolition waste</i>	<ul style="list-style-type: none"> Report on demolition quantity estimates and technical specifications 	Week 14-16	Week 17
<i>Task 7 - Recommendations respecting post removal site assessment, clean up and remediation</i>	<ul style="list-style-type: none"> Report on site assessment scope and potential remediation approach 	Week 14-17	Week 18
<i>Task 8 - Operational and safeguards training (institutional and owner personal)</i>	<ul style="list-style-type: none"> Training Manual Presentation materials Delivery of training modules 	TBD during inception phase	TBD – not later than December 2016

*From Weeks from date of contract signing

Phase 2

Task	Deliverable	Indicative Duration (Weeks)	Indicative Delivery Date*
<i>Task 9 - Operational on-site technical supervision</i>	<ul style="list-style-type: none"> Inspection reports Assembled data 	TBD	TBD

*From Weeks from date of contract signing

E. INSTITUTIONAL ARRANGEMENT

E.1 Administrative and Working Arrangements

The contracting arrangements for this assignment will be made through the Project Management Unit (PMU) under the UNDP Turkey Country Office in Ankara with administrative supervision provided by

the PMU. The day to day operational counterpart will be the PMU and designated Merkim technical staff person.

E.2 Submission, Evaluation and Finalization of Deliverables

The Contractor will submit the deliverables in accordance with the table in Section D of the Terms of Reference.

The deliverables shall be prepared electronically both in English and Turkish.

All deliverables are subject to review and approval of UNDP. Technical peer review of outputs as well as ongoing consultation as required by the PMU, National Technical Consultant and Merkim representative will be provided by the UNDP International Technical Advisor, and UNDP regional and HQ technical staff as required. For purposes of scheduling deliverable review, the Contractor should assume a one week response time for review and comments from counterparts as administered and coordinated by the PMU. Where the work involves significant decision points requiring such action in the form of major scoping decisions from UNDP and potentially MoEU on project options and direction, a period of two weeks shall be assumed.

F. DURATION OF THE WORK

The Assignment is *envisaged* to start in June 2016.

The scope of the services for the Assignment shall be completed till the end of December 2016. The time required for final meeting and approval of final report are excluded.

G. LOCATION OF WORK & MEETINGS

Location of the Assignment is home-based with several site visits to Kocaeli. The Contractor shall plan its own site visit schedule in order to fulfill the tasks and deliver the outputs to the satisfaction of UNDP. The associated costs shall be borne by the contractor and be included in the price proposal.

The Contractor will also be required to participate to several meetings with UNDP, the Project Partner Agencies when needed during the course of the contract. The participants of the meetings will be identified according to the needs of the project. Such travels will be arranged and the associated costs will be borne by UNDP.

H. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

H.1 Contractor & Project Team

The Contractor shall provide adequate international and/or national staff in terms of expertise and time allocation as well as needed equipment in order to complete the activities of the Assignment and to achieve the overall and the specific objectives of the Assignment in terms of time, costs and quality.

Contractor's personnel (i.e. experts to be mobilized by the Contractor to deliver the Assignment) that have a crucial role in implementing the contract are referred to as key personnel. CVs, copies of diplomas, and relevant certifications of key personnel should be included in the Technical Proposal.

CVs shall list all the relevant activities for the entire time period mentioned in their CVs as years of experience.

Hereinafter, the profiles of the key personnel are presented. Note the minimum requirements and the assets refer to the qualifications that the personnel to be proposed by the Offeror should definitely possess.

- Compliance with minimum requirements and all asset(s) specified below will grant 70% and 30% of the maximum attainable score, respectively, for each criteria.

- In the event that qualifications of a key personnel that is proposed by the Offerors do not meet one of the relevant minimum requirements, the proposed candidate shall secure zero (0) points from the evaluation of that key personnel.
- In the event that qualifications of key personnel to be proposed by the Offerors do not comply with one of the respective minimum requirements for three (3) positions or more the Offerors may be disqualified.
- UNDP possess the right to ask the Contractor to replace the personnel that do not meet the minimum requirements before contract signature. Signature of the contract will be bound by provision of an expert who fully meets the minimum requirements stated in the ToR. In such case, the contract price to be proposed by the Contractor will remain unchanged.

“Assets” are preferred qualities and qualifications of the personnel. Proposed personnel that possess the minimum requirements will obtain 70% of the maximum obtainable points, whereas proposed personnel that also possess the “assets”, in addition to all the minimum requirements, may secure up to 100% of the maximum obtainable points.

The below defined key experts are the main responsible persons for the tasks defined in this Assignment. The list of key experts and required general/specific professional experiences are shown in the following table (Table 4.3):

The following outlines the basic qualification requirements applicable to i) the proposing Consulting firm (inclusive of its partners and sub-contractors) as will be provided in the formal corporate qualification submission; and i) the key expertise as evidenced in the CVs supplied and the allocation of resources as defined in this RFP (Section 2).

a) Contractor / Partner / Sub-Contractor Qualifications

The Consultant team proposed as led by a firm or joint venture acting as the contracting party (the Contractor) will involve a firm or firms having recognized environmental engineering/general environmental technical services provider with appropriate international experience and providing a broad range of interdisciplinary capability with specific emphasis on the management of hazardous waste and contaminated sites, inclusive of the key supporting disciplines that this entails. Specific technical capability and experience exhibited by the Contractor (in combination with partners and sub-contractors proposed for this assignment) that should be presented for purposes of assessing qualification and capability will include but not necessarily be limited to:

- Demonstration that the contracting entity (lead consulting firm or joint venture of firms) is a well-established consultancy in the above general areas in at least the region, and preferably having a global scope in undertaking like environmental management assignments over a period of at least the past five (5) years.
- Direct experience with the management of hazardous waste and contaminated sites (preferably in combination) involving POPs, POPs pesticides and OCPs with at least three (3) such projects being successfully undertaken that directly relate to country or regional initiatives associated with Stockholm Convention compliance (supported by client references and statements of satisfactory performance for at least three (3) such projects).
- Preferably, direct experience with like assignments and counterparts in the region and/or comparable countries including successful cooperation at a local level with national counterparts and service providers (supported by at least (3) relevant counterpart references on multiple assignments).
- Capability to undertake relevant site sampling and supporting analytical programs on like sites (supported by relevant project references).
- Experience and operating capability with current technology site mapping survey techniques. Experience with digital imaging and graphical modelling tools for assessment of waste stockpiles

and site contamination distribution and their quantification is an asset, all supported by relevant project references.

- Operational planning, cost estimating, tender specification development and site technical supervision experience for similar activities inclusive of waste stockpile removal and contaminated site cleanup projects internationally, and comparable civil works nationally in Turkey.
- Familiarity with national environmental and technical regulatory approvals processes in Turkey as demonstrated by specific reference to approvals work undertaken on like projects.
- Familiarity with the nature, operation and constraints involved in undertaking like assignments, involving GEF or other international funding administered through international Implementing Agencies and in combination with national funding processes.

b) Key Assignment Staffing Qualifications

The following lists the key areas of expertise with associated qualifications that should be covered in the Contractor's individual staffing and supported by appropriate CVs that are anticipated to be required and should be proposed for individuals. The offeror shall assign only one personnel for each and every position provided below by noting that one personnel may cover more than one position. However, the team must be comprised from at least four key experts. Overlaps in expertise and position to be specifically defined in the Technical Proposal.

i) Project Manager

General Experience

- A relevant university degree or equivalent practical experience in civil/geotechnical engineering, environmental engineering, or chemistry is a minimum requirement whereas an advanced relevant post graduate degree is an asset.
- Demonstrated English language skills is a minimum requirement of with knowledge of Turkish being an asset.

Professional Experience

- At least ten (10) years international project management experience at a senior level involving planning and implementation of substantial environmental management projects of a similar nature globally is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least 5 (five) years international experience in a technical and project management capacity in the implementation of hazardous waste management/contaminated site remediation projects is a minimum requirement, with such experience in the region and undertaken through GEF implementing agencies being an asset.

ii) Resident Project Coordinator

General Experience

- A relevant advanced degree or equivalent practical experience in civil/geotechnical engineering, or environmental engineering/science is a minimum requirement.
- Demonstrated English and Turkish language skills is a minimum requirement. At least ten (10) years international project management experience at a senior level involving planning and implementation of substantial environmental management projects of a similar nature

globally is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Professional Experience

- At least ten (10) years national/international project management experience involving planning and implementation of substantial environmental management projects of a similar nature is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least five (5) years of direct technical experience involved with planning, design and implementation of comparable civil engineering works and/or environmental management projects is a minimum requirement, such experience in the Region or Turkey and through international or bilateral implementing agencies is an asset.

iii) Site Survey, Mapping and Assessment Expert

General Experience

- A relevant advanced degree or equivalent practical experience in civil/geotechnical engineering, environmental engineering/science, or chemistry is a minimum requirement.
- Demonstrated English language skills with knowledge of Turkish is a minimum requirement.

Professional Experience

- At least ten (10) years international experience in site survey, mapping and assessment of environmental management projects of a similar nature globally is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least five (5) years international experience in a technical capacity in the implementation of hazardous waste management/contaminated site remediation projects specifically in relation to designing and implementation of site survey, mapping and assessment programs including sampling and analysis activities, site mapping/modelling and quality/distribution assessment is a minimum requirement, with such experience in the region an asset.

iv) International Hazardous Waste Management Specialist

General Experience

- A relevant university degree or equivalent practical experience in civil/geotechnical engineering, environmental engineering/science or chemical engineering is a minimum requirement whereas an advanced relevant post graduate degree is an asset.
- Demonstrated English language skills is a minimum requirement with knowledge of Turkish being an asset.

Professional Experience

- At least ten (10) years international experience in hazardous waste management of environmental management projects of a similar nature globally is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least five (5) years international experience in a technical capacity in the implementation of hazardous waste management/contaminated site remediation projects specifically in relation to designing and implementation of on-site hazardous waste stockpile management including operational planning, EHS management, cost estimating, and tender specification developments, with such experience in the region being an asset.

v) National Hazardous Waste Management Specialist***General Experience***

- A relevant university degree or equivalent practical experience in civil/geotechnical engineering, environmental engineering/science or related disciplines is a minimum requirement whereas an advanced relevant post graduate degree is an asset.
- Demonstrated English, Turkish language skills is a minimum requirement.

Professional Experience

- At least ten (10) years national experience in hazardous waste management of environmental management projects of a similar nature is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least five (5) years of direct technical experience involved with planning, design and cost estimating of comparable hazardous waste management projects in Turkey including familiarity with national norms and technical approvals is a minimum requirement whereas more than 5 years is an asset.

vi) Environmental Impact Assessment Specialist***General Experience***

- A relevant advanced university degree or equivalent practical experience in environmental science or related disciplines is a minimum requirement.
- Demonstrated English, Turkish language skills is a minimum requirement.

Professional Experience

- At least ten (10) years national/international experience in environmental impact assessment of environmental management projects is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least five (5) years of direct technical experience undertaking the development of international environmental safeguards documentation as well as familiarity with national environmental and technical regulatory approvals processes in Turkey by specific reference to approvals for comparable projects is a minimum requirement whereas the development of environmental safeguards documentation for international organizations to international standards in Turkey being a major asset.

vii) Social Impact Assessment Specialist

General Experience

- A relevant advanced degree or equivalent practical experience in social/environmental studies or related disciplines is a minimum requirement.
- Demonstrated English, Turkish language skills is a minimum requirement.

Professional Experience

- At least ten (10) years national/international experience in social impact assessment is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least five (5) years of direct undertaking the development of the development of social safeguards documentation for international organizations to international standards is a minimum requirement, experience in Turkey is an asset.

viii) Hazardous Waste/Contaminated Site Cleanup Training***General Experience***

- A relevant advanced degree or equivalent practical experience in civil/geotechnical engineering, environmental engineering/science, or chemistry is a minimum requirement.
- Demonstrated English language skills is a minimum requirement with knowledge of Turkish being an asset.

Professional Experience

- At least ten (10) years of international experience in training with respect to environmental management is a minimum requirement with such experience in the region and undertaken through GEF implementing agencies being an asset.

Specific Experience

- At least five (5) years international experience in a technical capacity in the implementation of hazardous waste management/contaminated site remediation projects specifically in relation to implementation of EHS practices and procedures and in training operational staff is a minimum requirement, with such experience in the region an asset.

ix) Site Works Implementation Supervision

It is assumed that the staffing for this activity will be drawn from one or more of the of individuals providing the above expertise and will cover the requirements and responsibilities related to all aspects of QA/QC, EHS management due diligence, quality of civil works and the associated record keeping and documentation of as completed works. The Offerors are strongly encouraged to detail these job descriptions in their technical proposals to include the division of labor, reporting and coordination lines etc. The expected qualifications for each key personnel are given below;

I. ANNEXES

ANNEX 1 - Elaborated project design framework by Outcome, Output and Activity

ANNEX 2 - Background, Summary of Previous Work and Project Design Strategy for Addressing the Merkim Site (Based on the UNDP Project Document)

a. MERKIM SITE HISTORY

b. LIST OF AVAILABLE TECHNICAL REPORTS:

The soft copies of the listed documents will be shared with the prospective offerors that sent the acknowledgement letter to UNDP.

ANNEX 1 - Elaborated project design framework by Outcome, Output and Activity

Outcome	Output/Activity Description
Component 1: Elimination of Current POPs Stockpiles and Wastes	
Outcome 1.1: Elimination and infrastructure removal from remaining POPs pesticide storage sites	1.1.1 Detailed site assessment, operational plans, EA, and tender documents for Merkim POPs stockpile site and infrastructure removal.
	1.1.2 Packaging, transport and environmentally sound destruction of 3,038 t (including 238 t by Merkim 2011-2013) of HCH POPs pesticides and associated clean up wastes from the Merkim site.
	1.1.3 Demolition, removal and disposal of site buildings from the Merkim site followed by securing, containment, monitoring of the site pending remediation
	1.1.4 Remediation of the Merkim site
	1.1.5 Operational and safeguards training for hazardous waste and residual site clean-up delivered – Estimated 20 national technical staff trained for work on site.
	1.1.6 Supporting public consultation for design, permitting for above activities on the Merkim site delivered,
	1.1.7 Packaging, transport and environmentally sound destruction of 30 t of consolidated obsolete pesticides.
Outcome 1.2: Elimination of high concentration PCBs and PCB contaminated equipment stockpiles and retiring equipment.	1.2.1 Packaging, transport and environmentally sound destruction of at least 200 t of high concentration PCBs and PCB containing equipment.
Outcome 1.3: Qualification of existing and developing national POPs destruction facilities.	1.3.1 Facility upgrade investment in materials handling, APC and monitoring infrastructure at the Izaydas high temperature incineration facility undertaken.
	1.3.2 Test burns completed on representative POPs (PCBs and POPs pesticides) at the Izaydas incineration facility to demonstrate DE/DRE and air emission (PCDD/F) compliance with international standards and BAT/BEP.
	1.3.3 Supporting public consultation for design, permitting for above activities at Izaydas delivered

Outcome	Output/Activity Description
Component 1: Elimination of Current POPs Stockpiles and Wastes	
	1.3.4 Test burns completed on representative POPs (PCBs and POPs pesticides) at the MSG incineration facility to demonstrate DE/DRE and air emission (PCDD/F) compliance with international standards and BAT/BEP.
	1.3.5 Supporting public consultation for design, permitting for above activities for MSG facility development

ANNEX 2 - Background, Summary of Previous Work and Project Design Strategy for Addressing the Merkim Site (Based on the UNDP Project Document)

a) MERKIM SITE HISTORY

The Merkim site is located in a water front industrial area on the north side of a long bay on the eastern end of the Marmara Sea approximately 500 m from the waterfront. The general location and configuration in two views is illustrated in Figure 1. The site covering an area of 8,120 m² is oval shaped, fenced and surrounded by local public roads serving the surrounding industrial installations. The area immediately to the west, east and south (extending to the waterfront) is occupied by industrial facilities primarily petroleum and chemical storage and handling facilities. Immediately to the north is a main highway and further industrial development. The nearest residential/commercial development is approximately 1,000 m to the northeast. A small recently constructed mosque is located about 100 m immediately to the west of the site opposite the Merkim site's a main access gate apparently to service the employees of the neighboring industrial complex.

The overall warehouse facility consists of six interconnected buildings (designated Warehouse #1 thru 6) having corrugated steel and masonry block walls, concrete slab floors and a corrugated roof. There are four interconnected rectangular 20 m by 25 m warehouse structures (Warehouse #3-#6) with two smaller annex buildings (Warehouse #1 and 2) on the north end. Each of warehouse structures is 500 m² and the two connected annex buildings are 408 m² and 135 m² respectively for a surveyed surface area of 2,543 m². When first visited during the development of the PIF, the site facility while nominally secure with adequate fencing and a locked gate and main entrance door but was otherwise in generally poor condition with breaches in walls and roof, evidence of water accumulation inside at low points particularly in the building interconnecting areas. Warehouse # 1, 2 and 3 contained a variety standard metal and HDPE barrels (220 and 120 l respectively) some containing powder pesticides and others empty, along with bagged pesticides presumed to be the original packaging (50 kg) on pallets or piled randomly. Warehouse #2 also contained packaging equipment apparently used to transfer bagged material to barrels. Warehouse #4 through #6 contained bagged pesticides randomly stacked, many of which were broken and spilling contents. Figure 2 provides a selection of illustrative pictures of the warehouse and its interior at that time.

An independent survey report¹⁰ from 2005 provided a detailed breakdown for each designated warehouse building (Warehouse #1 to #6) with respect to the area occupied and estimated volume of material stored in barrels, bags and their status as to being on pallets or otherwise. The total estimate of the volume of pesticides is 2,967 t (+/- 10%) which appears to exclude additional volumes that would be associated with cleaning up residuals and waste packaging. A more recent survey undertaken by the same surveyor in December 2011 indicated that the volume remaining in the warehouse was 2,340 t with waste materials and occupied 1,260 m² of a total floor area of 1,635 m². The difference in volumes reflects disposal activities undertaken by Merkim on its own initiative where material was packaged and exported for high temperature incineration in Germany from 2007 through 2010. Merkim records show that 313 t were disposed of through 2010. Since that time an additional 238 t of material has likewise been packaged and exported, again to licenced German facilities. As a consequence of raising the issue during PIF preparation and the prospect of GEF financing, Merkim have also undertaken substantial facility renovations including the following i) replace side wall panels/masonry and seal with foam ii) repair major roofing deficiencies; iii) seal secondary doors around the facility with concrete barriers and reinforce the main gate and access door: iv) clear and package rubble and waste material to establish a secure internal working area; and upgrade signage. The facility is now considered reasonably air tight and water proof to mitigate any potential external contaminant transfer which likely occurred historically (see below).

With respect to analytical verification of the materials in the warehouse the enterprise has generally identified it as all lindane although Basel Convention notification documents for previous disposal shipments identify the material as HCB/Lindane and HCB. During the PPG, a general sampling program was undertaken by TUBITAK that confirmed the material in the warehouse (at least that which was readily accessible) was 33 to 40% HCH (the remainder being inorganic material) in four congeners with alpha-HCH being predominate (26 to 39% total weight and gamma-HCH (lindane only being 4 to 13%). Sampling was also done on residues on floors and internal walls. This showed significant total OCP contamination in the form of HCH but also 4,4-DDT, 4,4-DDE and 4,4-DDD. The total OCP from these substances ranged from just above the low POPs content level of 50 ppm to over 17,000 ppm. These results confirms that the stockpiled material is a high concentration POPs waste but also that it was more likely a process by-product potentially associated with OCP production rather than a commercial expired or obsolete pesticide in the form of a final product. It also shows that there is a significant amount of residuals contamination associated with the structure that is also POPs waste. The one anomaly noted is the presence of DDD, DDE and DDT as well that may suggest the presence of these substances historically.

Additionally during the PPG stage as part of same TUBITAK study referenced above, a preliminary soil sampling program around the site was undertaken. These results based on composite samples covering the top 25 cm of soil indicated that there was detectable contamination of total OCP in a range from less than 1 ppm to as high as 2,700 ppm. This consisted of the same four congeners of HCH in roughly the same proportion found in the stockpile but also noted the presence of DDT, DDE and DDD often in higher amounts than the HCH congeners. The sampling points that were distributed around the warehouse showed that most areas the contamination levels were relatively low (0.3 to 22 ppm), albeit potentially requiring action depending on the future land use of the site. However, a number of "hot spots" with relative high levels of soil contamination (up to 2,700 ppm) were identified generally correlating with access building points and locations where the integrity of the structure had deteriorated before the 2011 renovations to secure the structure. This suggests that there has been historic contamination from operational activities over the years and likely airborne distribution from breaches in the structure itself due to air flow effects. The other observation made from examining this data was the high and in some cases dominance of DDT, DDE and DDD relative to HCH congeners in this contamination. This in combination with the observations on inside residues suggests the possibility that a wider variety of POPs pesticide related chemical waste may be or have been historically stored in the facility.

The Merkim site is well known in the Kocaeli area having been the subject of extensive press, local government, NGO, and national regulatory attention since at least 2000. Within the immediate industrial area the neighbouring enterprises and their staff are understood to be well informed of the purpose and contents of the Merkim warehouse which is also signified by appropriate signage. The continuing existence of the legacy involved has made addressing it a major public priority nationally, for the region and locally.

b) LIST OF AVAILABLE RELEVANT TECHNICAL REPORTS:

The soft copies of the listed documents will be shared with the prospective offerors that sent the acknowledgement letter to UNDP.

- LINK Inspection Report 2015
- LINK Inspection Report 2011
- Caleb Brett/Deniz Survey S.A.

- TUBITAK, Marmara Research Centre, Environment and Clean Production Institute, “Chlorine pesticide analysis studies” in the samples (raw material, soil, wall and water) of Merkim Endüstri Ürünleri a.ş., November 2013.

FIGURE 1: LOCATION OF THE MERKIM SITE



FIGURE 2: MERKIM SITE CONDITIONS



SECTION 5. PROPOSAL SUBMISSION FORM⁶

[insert: Location, Date]

To: Matilda Dimovska, Deputy Resident Representative, UNDP Turkey

Dear Sir/Madam:

We, the undersigned, hereby offer to provision of professional services for detailed site survey/assessment, operational planning, environmental/safeguards assessment, training, and supporting technical supervision related to the removal of the POPs stockpile and environmentally sound clearing and restoration of the Merkim site in Kocaeli, Turkey under the scope of POPs Legacy Elimination and POPs Release Reduction Project in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.
- e) We are not in the circumstances of disqualification or restriction set forth in the Laws No. 4734 and 4735 (or as per the relevant laws of the country in which we operate) and not in the circumstances of those that cannot participate in the procurement as per the same Law (or as per the relevant laws of the country in which we operate).
- f) We are not associated, or have not been associated in the past, directly or indirectly, with entities or any of their affiliates, which have been engaged by the Employer to provide consulting services for the preparation of the design specifications, other documents and/or the present RFP.

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

We confirm/agree that if we are contracted under the scope and provisions of this RFP, we, as legal entity, and our affiliates associated directly or indirectly with our entity will not be eligible for providing quotation / proposal for the tender processes for the subsequent works covered under the scope of this assignment.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

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

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

Yours sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

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

SECTION 6. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE PROPOSER

Proposer Information Form⁷

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

RFP No.: [insert number]

Page _____ of _____ pages

1. Proposer's Legal Name [insert Proposer's legal name]								
2. In case of Joint Venture (JV), legal name of each party: [insert legal name of each party in JV]								
3. Actual or intended Country/ies of Registration/Operation: [insert actual or intended Country of Registration]								
4. Year of Registration: [insert Proposer's year of registration]								
5. Countries of Operation			6. No. of staff in each Country			7. Years of Operation in each Country		
8. Legal Address/es in Country/ies of Registration/Operation: [insert Proposer's legal address in country of registration]								
9. Value and Description of Contracts with Top Clients of the Proposer for the past five (5) years (2011, 2012, 2013, 2014, 2015) in the similar projects for the work experiences applying specialized experience related to hazardous waste management, site survey/assessment, operational planning design and technical/environmental approvals as listed in Section 4 (TOR) (min. three is required). The list shall be substantiated with Statement of Satisfactory Performance / reference letters signed by the Clients indicated in the table. Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding performance of the proposer, status of the progress, etc. will not be considered.								
	Name of the project	Region and Country	Name of the Client	Contract Value	Period of Activity	Scope of the Work (Description of services completed)	Status or Date completed	References Contact Details (Name, Phone, e-mail)
1								
2								
3								
Note 1: The list can represent the similar works undertaken by the partners of the JV individually and/or jointly. If the offeror is a member of a group company, the statement of Satisfactory Performance / reference letters shall belong to its own, but not to another member(s) of the group. If the offeror would like to use similar work experiences of other member(s) of the group in the context of its technical proposal, it shall apply through establishment of a JV. (see the table provided in Section 7, sub-section 1.2)								

⁷ 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. If the proposer is a JV, the form shall represent the joint information belongs to the partners.

<p>10. Average Annual Turnover of the last three years (shall be substantiated through submission of Financial statements OR bank statements OR other records (certified by independent third parties) reflecting companies financial turnover):</p>
<p>11. Proposer's Authorized Representative Information (Shall be substantiated with legal documents)</p> <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>12. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N)</p>
<p>13. Documents that shall be submitted along with this form. (All partners are required to submit the listed documents.)</p> <ol style="list-style-type: none"> 1. Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2011 including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well). 2. Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized presentative of the offeror in the Certificate of Registration document.) 3. Official Letter of Appointment (required if the proposal is signed by another person who is not indicated in the registration document or power of attorney) 4. Tax Registration/Payment certificate issued by the Internal Revenue Authority evidencing that the proposer is updated with its tax payment obligations, or certificate of tax exemption, if any such privilege is enjoyed by the proposer, 5. Financial statements OR bank statements OR other records (certified by independent third parties) reflecting companies financial turnover (average 250,000 USD as min. requirement) and financial situation for the last three years 6. Statement of Satisfactory Performance / reference letters signed by the Top Clients in terms of Contract Value in the past 5 years for the similar works (2011, 2012, 2013, 2014,2015) (At least 3 is required) 7. If Joint Venture – copy of the Memorandum of Understanding or Letter of Intent to form a JV, or Registration of JV, if registered. (as per Section 9 – JV Declaration)

SECTION 7. TECHNICAL PROPOSAL FORM

TECHNICAL PROPOSAL FORMAT

Provision of Services for detailed site survey/assessment, operational planning, environmental/safeguards assessment, training, and supporting technical supervision related to the removal of the POPs stockpile and environmentally sound clearing and restoration of the Merkim site in Kocaeli, Turkey

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

Sub-Section 1.1: Organizational Capacity: This section should provide corporate orientation, including but not limited to the year and state/country of incorporation and a brief description of the Offeror's activities. It should focus on services related to the Proposal. Offeror should attach company profile, which should not exceed ten (15) pages, including printed brochures.

1.1.1 General Experience: A brief description of corporate background and orientation with a focus on relevant experience and services delivered to multinational and international organizations.

1.1.2 Litigation and Arbitration History: All information regarding any past and current litigation during the last five (5) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

1.1.3 Financial Strength: This section should describe Offeror's current financial capabilities. Evidence of financial capacity and stability as evidenced by Bank and financial statement and other records reflecting company's financial turnover and financial situation for last three years,

1.1.4 Quality Assurance: Quality assurance mechanism/procedures in place within the organization. The information regarding the quality certificates that the organization is holding, if any. (Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Proposer's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures) The proposers are **required** to submit the copies of the applicable quality certificates such as ISO 9001 (Quality Management System) or national equivalent, ISO 14001 (Environmental Management System) or national equivalent if they refer to these certificates in this section.

Sub-Section 1.2: Relevance:

1.2.1 Specific Experience / Specialized Knowledge: Work experience in relevant field of POPs and/or other hazardous waste contaminated site remediation (minimum 5 years is required) with application of directly

relevant techniques, disciplines and outputs as specified in Section 4 (TOR under Consultant qualifications;

1.2.2 Experience on Similar Programme/Projects: This section should provide a narrative presentation of the Offeror's experience in similar undertakings, preferably focusing on the Offeror's recent activities. Implementation of similar projects (minimum three is required) applying specialized experience related to hazardous waste management, site survey/assessment, operational planning design and technical/environmental approvals as listed in Section 4 (TOR).

1.2.3 Experience on Projects in the Region/Country (Turkey): This section should provide a summary of the Offeror's experience in similar undertakings in the region/country (Turkey).

1.2.4 Experience working with International Organizations: If the employer of the referenced experience is an international organization (e.g. UN Agencies) or if the source of funding or co-funding is an international organization and the employer deploys the procurement rules and procedures of the international organization, additional points may be obtained during the evaluation of proposals.

Below list shall represent the summary of the description of similar services provided in the narrative part above.

	Name of the project	Region and Country	Client	Contract Value	Period of Activity	Scope of the Work (Description of the completed services)	Status or Date completed	References Contact Details (Name, Phone, e-mail)
1	The first three lines shall be the same entries that are provided in Item 9 of Section 6 – Documents establishing the eligibility and qualifications of the proposer.							
2								
3								
4								
.								
n								

The list can represent the similar works undertaken by the partners of the JV individually and/or jointly. (If the offeror is a member of a group company and the similar works listed in the table are undertaken by another member of that company, the offeror shall submit the proposal as a Joint Venture). The sum of "Period of Activity" column shall demonstrate min 5 years of experience in relevant field of POPs and/or other hazardous waste contaminated site remediation and min three (3) Statement of Satisfactory performance/ reference letters shall be submitted for the work experiences applying specialized experience related to hazardous waste management, site survey/assessment, operational planning design and technical/environmental approvals as listed in Section 4 (TOR). Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding performance of the proposer, status of the progress, etc. will not be considered.

Offerors that do not meet with the above will be considered as ineligible and disqualified.

SECTION 2 – PROPOSED METHODOLOGY, APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Offeror's responsiveness to the Terms of Reference by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty; and demonstrating how the

proposed methodology meets or exceeds the Terms of Reference (Section 2 of Technical Proposal Form, excluding the forms in the relevant section of this RFP).

Sub-section 2.1: Proposed Methodology and Approach: This section should focus on the (1) comments on the Terms of Reference; (2) the Technical Approach and Methodology; proposed by the Offeror; (3) Quality Assurance Mechanisms to be deployed; and Risks, identified, along with proposed risk mitigation strategies.

2.1.1 Comments on the Terms of Reference: The Offeror shall initially provide a description of the scope of the work, demonstrating the Offeror's understanding of the Terms of Reference. Additionally, the Offeror shall present and justify here any improvement to the Terms of Reference it is proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point, and incorporated in the Proposal.

2.1.2 Technical Approach and Methodology: Here the Offeror shall explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Offeror should highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. Offeror should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.

2.1.3 Quality Assurance: This sub-section should focus on the quality assurance mechanism to be proposed by the Offeror.

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

Sub-section 2.2: Implementation Plan: In this sub-section the Offeror should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports, calculations, drawings, technical specifications, bills of quantities, any other technical documents regarding the Terms of Reference, tendering documents and any other deliverable regarding the successful and timely completion of the Assignment. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here.

2.2.1 Work Flow: Here the Offerors are expected to provide a logically sequenced, step-by-step work flow that demonstrates the inter-dependencies between the various steps of the Assignment in line with the ToR.

2.2.2 Milestones: This sub-section should clearly identify and list the critical milestones of the Assignment.

2.2.3 Time plan: The Offerors are expected to present a time plan in the form of Gantt-Chart

2.2.4 Resource Schedule: This sub-section should demonstrate the resources (human resources and capital assets), required to be deployed by the Offeror in order to achieve the contract objectives in a timely manner. Here the Offerors are expected to fully explain their resources in terms of equipment (e.g. hardware and software) to be provided for successful completion of the Contract.

2.2.5 Partnerships / Subcontracting: Explanation of the planned involvement of the partner / sub-contractor to carry out particular activities during the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

SECTION 3: PERSONNEL

This section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

3.1 Proposed Team Structure: This sub-section should introduce the team that will fulfill the services within the scope of the Terms of Reference, and focus on the division of labor among the team members (job descriptions of key personnel), including management of contractual and technical relations with the Employers.

	Name of the Proposed Key Personnel
Project Manager	
Resident Project Coordinator	
Site Survey, Mapping and Assessment Expert	
International HW Management Specialist	
National HW Management Specialist	
Environmental Impact Assessment Specialist	
Social Impact Assessment Specialist	
Hazardous Waste / Contaminated Site Clean-up Training Expert)	

The offeror shall assign only one personnel for each and every position listed above by noting that one personnel may cover more than one position. However, the team must be comprised from at least four key experts.

3.2 Key Personnel. Provide CVs of the proposed key personnel, and copies of the diploma(s), documents demonstrating professional experience, and documents demonstrating membership to relevant chambers of the team members.

In case an Offeror plans to engage additional personnel to this assignment, it will provide detailed description of works to be performed by these additional personnel and their working relations with the key personnel.

CVs should demonstrate qualifications in areas relevant to the Scope of Services.

- Compliance with minimum requirements and all asset(s) specified in Section H of the TOR will grant 70% and 30% of the maximum attainable score, respectively, for each criteria.
- In the event that qualifications of a key personnel that is proposed by the Offerors do not meet one of the relevant minimum requirements, the proposed candidate shall secure zero (0) points from the evaluation of that key personnel.
- In the event that qualifications of key personnel to be proposed by the Offerors do not comply with one of the respective minimum requirements in three (3) positions or more the Offerors may be disqualified.
- UNDP possess the right to ask the Contractor to replace the personnel that do not meet the minimum requirements before contract signature. Signature of the contract will be bound by provision of an expert who fully meets the minimum requirements stated in the ToR. In such case, the contract price to be proposed by the Contractor will remain unchanged.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

SECTION 8. FINANCIAL PROPOSAL GUIDELINE & FORM

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in Section 10.

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

UN and its subsidiary organs are exempt from all taxes. Therefore Offerors shall prepare their Financial Proposals, excluding VAT. It is the Offeror's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués.

The format shown on the following pages is a requirement for the preparation of the Financial Proposal. Any deviation from this format will result in disqualification of the Offeror.

The payments will be made on lump sum basis for the deliverables of **Phase 1** upon the approval of UNDP for the respective deliverable irrespective of the contractors' level of inputs for the preparation of the deliverable.

UNDP will request the services in the context of **Phase 2**, as the need arises. The payments will be made on the basis of actual man/days invested by the Contractor for each service request and related deliverable (inspection reports) upon approval of UNDP.

The Proposer shall reflect in detail the cost items such as Administrative, Human Resources, Operational, etc. costs in "Other" line. UNDP reserves the right to request further clarification and/or supporting documentation for these items as well as the right to exclude these items from contract to be signed based on the assessment of the necessity of these cost items for performance of the contract.

Regardless of the amount quoted for each step in the following table, payments shall be effected to the Contractor as per 'Payment' Clause in the Data Sheet.

The sum of prices quoted by the offerors for Phase 1 and Phase 2 (GRAND TOTAL) will be the basis for the financial evaluation.

[insert: Location, Date]

FINANCIAL PROPOSAL FORM⁸

Dear Sir/Madam,

We hereby confirm that we read and understood the instructions and conditions provided in "Section 8 - Financial Proposal" and our proposal prepared and submitted in accordance with them.

We accept that UNDP shall affect payments to the Contractor as per the payment schedule provided in item 35 of Datasheet of RFP.

Phase	Step	Deliverables	Unit Description	No of Units ⁹	Unit Price ¹⁰	Total Price
1	1	Inception Report	Project Manager			
			Resident Project Coordinator			
			Site Survey, Mapping and Assessment Expert			
			International HW Management Specialist			
			National HW Management Specialist			
			Environmental Impact Assessment Specialist			
			Social Impact Assessment Specialist			
			Hazardous Waste / Contaminated Site Clean-up Training Expert)			
			Other Support Staff (Please identify)			
			Travel Costs			
			Daily Allowance			
			Communications			
			Reproduction			
			Equipment Lease			
			Others (Please specify, as needed)			
			Sub Total Step 1			
	2	Site Description and Survey Report	Project Manager			
			Resident Project Coordinator			
			Site Survey, Mapping and Assessment Expert			
			International HW Management Specialist			

⁸ No deletion or modification can be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

⁹ The Offerors shall quote the number of man/days to be invested by each of its personnel in each deliverable and the quantities for other items.

¹⁰ The unit prices specified in the above table shall be applicable throughout the validity of the contract and will be used to determine the value of the payments to be made in case of deployment by UNDP of the personnel for additional work, as applicable

			National HW Management Specialist			
			Environmental Impact Assessment Specialist			
			Social Impact Assessment Specialist			
			Hazardous Waste / Contaminated Site Clean-up Training Expert)			
			Other Support Staff (Please identify)			
			Travel Costs			
			Daily Allowance			
			Communications			
			Reproduction			
			Equipment Lease			
			Others (Please specify, as needed)			
			Sub Total Step 2			
	3	Operational Plan and Cost Estimate Report	Project Manager			
			Resident Project Coordinator			
			Site Survey, Mapping and Assessment Expert			
			International HW Management Specialist			
			National HW Management Specialist			
			Environmental Impact Assessment Specialist			
			Social Impact Assessment Specialist			
			Hazardous Waste / Contaminated Site Clean-up Training Expert)			
			Other Support Staff (Please identify)			
			Travel Costs			
			Daily Allowance			
			Communications			
			Reproduction			
			Equipment Lease			
			Others (Please specify, as needed)			
			Sub Total Step 3			
	4	Merkim Site Technical Specification	Project Manager			
			Resident Project Coordinator			
			Site Survey, Mapping and Assessment Expert			
			International HW Management Specialist			
			National HW Management Specialist			

			Environmental Impact Assessment Specialist			
			Social Impact Assessment Specialist			
			Hazardous Waste / Contaminated Site Clean-up Training Expert)			
			Other Support Staff (Please identify)			
			Travel Costs			
			Daily Allowance			
			Communications			
			Reproduction			
			Equipment Lease			
			Others (Please specify, as needed)			
			Sub Total Step 4			
	5	EIA Report for Environmental Expertise submission EA, SA and EMP for UNDP safeguards review	Project Manager			
			Resident Project Coordinator			
			Site Survey, Mapping and Assessment Expert			
			International HW Management Specialist			
			National HW Management Specialist			
			Environmental Impact Assessment Specialist			
			Social Impact Assessment Specialist			
			Hazardous Waste / Contaminated Site Clean-up Training Expert)			
			Other Support Staff (Please identify)			
			Travel Costs			
			Daily Allowance			
			Communications			
			Reproduction			
			Equipment Lease			
			Others (Please specify, as needed)			
			Sub Total Step 5			
	6	Report on demolition quantity estimates and technical specifications	Project Manager			
			Resident Project Coordinator			
			Site Survey, Mapping and Assessment Expert			
			International HW Management Specialist			
			National HW Management Specialist			
			Environmental Impact Assessment Specialist			

		Social Impact Assessment Specialist			
		Hazardous Waste / Contaminated Site Clean-up Training Expert)			
		Other Support Staff (Please identify)			
		Travel Costs			
		Daily Allowance			
		Communications			
		Reproduction			
		Equipment Lease			
		Others (Please specify, as needed)			
		Sub Total Step 6			
	7	Project Manager			
		Resident Project Coordinator			
		Site Survey, Mapping and Assessment Expert			
		International HW Management Specialist			
		National HW Management Specialist			
		Environmental Impact Assessment Specialist			
		Social Impact Assessment Specialist			
		Hazardous Waste / Contaminated Site Clean-up Training Expert)			
		Other Support Staff (Please identify)			
		Travel Costs			
		Daily Allowance			
		Communications			
		Reproduction			
		Equipment Lease			
		Others (Please specify, as needed)			
		Sub Total Step 7			
	8	Project Manager			
		Resident Project Coordinator			
		Site Survey, Mapping and Assessment Expert			
		International HW Management Specialist			
		National HW Management Specialist			
		Environmental Impact Assessment Specialist			
		Social Impact Assessment Specialist			

			Hazardous Waste / Contaminated Site Clean-up Training Expert)			
			Other Support Staff (Please identify)			
			Travel Costs			
			Daily Allowance			
			Communications			
			Reproduction			
			Equipment Lease			
			Others (Please specify, as needed)			
			Sub Total Step 8			
Sub Total Phase 1						
Phase	Step	Deliverables	Unit Description	No of Units	Unit Price	Total Price
2	9	Inspection reports	Daily Professional Fee for Consultancy and Monitoring Services	*40 days		
Sub Total Phase 2						
GRAND TOTAL						

*40 days of professional consultancy is being provided based on estimations of UNDP and is subject to change as per needs of the project. UNDP does not guarantee to request all of them from the contractor.

Signature

Duly authorized to sign Proposal for and on behalf of

(Name of Company)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

Email:

SECTION 9. JOINT VENTURE DECLARATION

We have entered into a private joint venture in order to submit joint application for the request for proposal by **United Nations Development Programme (UNDP) Turkey**. If we are awarded the contract in the future, the joint venture agreement shall be notarized and submitted to the Contracting Entity before the contract is concluded. Lead (pilot) partner of our joint venture shall be *[Indicate name of the lead partner]*..... until the completion of work.

If we are awarded the contract as a result of the joint tender that we submit, we hereby declare, accept and guarantee that the contract shall be signed by all partners and our partner indicated as the lead partner shall have the full power to act for and on behalf of our joint venture in respect of all issues concerning the contract.

No	Name of the Partner in the JV	Percentage Share ¹¹
1		
2		
3		

	Lead Partner	Partner	Partner
Name			
Date			
Signature			
Stamp			

¹¹ Lead partner's share cannot be less than 50%
Share of the remaining partner(s) shall not be less than 20%

SECTION 10. INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

A. Preparation of Proposals

The Offerors shall prepare their proposals in exactly the same envelopes, order and numbering/referencing stipulated in this RFP.

Each envelope shall contain 1 (one) original and duly signed copy of the required content for that envelope in terms of information/documentation, etc. In addition to that, 1 (one) soft copy (in CD or flash disc) of technical proposal shall be included in the envelope of technical proposal.

The Offerors shall prepare 'Indexes' for each envelope which shows the proposal parts corresponding to the sections in the RFP and TOR.

INNER ENVELOPES

The Proposal shall comprise the following inner envelopes with the required documentation/information:

a) Inner Envelope I:

This is the envelope for the documents that will be evaluated with respect to '**PASS/FAIL ELIGIBILITY CRITERIA**'.

The Offerors shall fill out, sign and stamp the Section 5 "Proposal Submission Form" and Section 6 "Documents Establishing the Eligibility and Qualifications of The Proposer" templates given in this RFP. All administrative documents requested in this RFP shall be submitted along with Section 6 as its annexes.

The 'Proposal Submission Form' given in Section 5 and Section 6 of the RFP shall not contain **any price information**. It shall be signed and stamped by the Offerors and placed in Inner Envelope I.

Lack of any one of the information/documentation required under PASS/FAIL ELIGIBILITY CRITERIA may result in rejection of the proposal without further technical/financial evaluation.

b) Inner Envelope II:

This is the envelope for "**Section 7-Technical Proposal Submission Form**".

The Offeror shall respond to each and every section/subsection given in the Technical Proposal Form, given in Section 7 of this RFP. Each section/subsection of the Offeror's proposal shall be placed in a separate section of the file in exactly the same order given in the 'Technical Proposal Submission Form' and shall be listed in the index with its respective number in the Technical Proposal Form.

"Technical Part of the Proposal" shall be placed in Inner Envelope II and shall not contain **any price information**.

c) Inner Envelope III:

This is the envelope for '**FINANCIAL PROPOSAL**'.

The Offerors shall fill out, sign and stamp the 'Price Schedules', templates of which are given in Section 8 of this RFP.

OUTER ENVELOPE

The above listed three envelopes (Inner Envelope I, Inner Envelope II and Inner Envelope III) shall be placed in an 'Outer Envelope'.

B. SEALING AND MARKING OF PROPOSALS

The Offerors shall seal the Proposals in 1 (one) outer and 3 (three) inner envelopes, as detailed below:

a) The outer envelope:

The outer envelope shall contain 3 (three) inner envelopes and shall be addressed to UNDP Turkey Country Office. The outer envelope shall bear the following information on it:

United Nations Development Programme (UNDP)

UN House, Birlik Mah. Katar Caddesi

No: 11, 06610,

Çankaya, ANKARA

RFP:

REF:

LEGAL NAME and ADDRESS OF THE OFFEROR:

b) The inner envelopes:

All three inner envelopes shall bear the below information:

Name and Address of the Offeror:

Envelope Nr:

Envelope Content: (as described above)

Note, if the outer and inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

SECTION 11. CONTRACT FOR PROFESSIONAL SERVICES

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

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

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

2. Obligations of the Contractor

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

Name	Specialization	Nationality	Period of service
....
....

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

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]**[INDICATE DELIVERY DATES]**

e.g.

Progress report/./....

....././....

Final report/./....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

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

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2

4.3

4.4

5. Submission of invoices

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

.....

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

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND DESIGNATION]

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

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

24.2 The Contractor acknowledges and agrees that, at any time, 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.

