

# **REQUEST FOR PROPOSALS**

**for**

**Request for Proposal for the provision of “Services for the packing, removal, transport and environmental sound destruction of PCB based equipment and wastes from 4 different industrial locations in İzmit, Zonguldak, İstanbul and Hatay Provinces in Turkey”**

**Ref: UNDP-TUR-RFP-PROJ(POPS)-2017/02**



*Empowered lives.  
Resilient nations.*

**United Nations Development Programme  
June 2017**

## Section 1: Letter of Invitation

Ankara, Turkey  
19 June 2017

### ***Request for Proposal for the provision of services for the packing, removal, transport and environmental sound destruction of PCB based equipment and wastes from industrial locations in Turkey***

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)

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 Form

Section 9 – Form for Proposal Security

Section 10 – Form for Performance Security

Section 11 – Instructions for Preparation and Submission of Proposals

Section 12 – Contract for Professional Services, including General Terms and Conditions

Section 13-Checklist of Documents

Your offer, comprising of Eligibility Component, Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 11.

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

United Nations Development Programme  
Yukari Dikmen Mahallesi Turan Güneş Bulvarı no:106, Yıldız Kule, Ankara/TURKEY  
[tr.procurement@undp.org](mailto:tr.procurement@undp.org)  
Attention: Naz Özgüç Yurtvermez  
Ref: UNDP-TUR-RFP-PROJ(POPS)-2017/02

The letter should be received by UNDP no later than **June 23, 2017**. 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

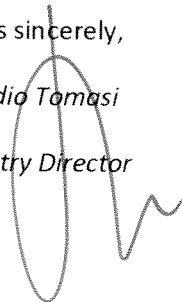
the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,

*Claudio Tomasi*

*Country Director*

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final flourish.

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

### Definitions

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

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

- 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/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP%20Anti%20Fraud%20Policy%20English%20FINAL%20june%202011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) 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 by UNDP to provide services for the preparation of the design, specifications,

- Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 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 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 9);
- 9.6 Any attachments and/or appendices to the Proposal.

## 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

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

## C. PREPARATION OF PROPOSALS

### 12. Cost

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

### 13. Language

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

#### 14. Proposal Submission Form

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

#### 15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

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



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

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

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

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 8). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

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

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

preference, using the conversion method specified above.

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

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

#### **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

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

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

#### **19. Joint Venture, Consortium or Association**

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

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

- a) Submit another proposal, either in its own capacity; nor

- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

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

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

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

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

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

## 20. Alternative Proposals

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

## 21. Validity Period

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

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

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

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

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 12.

### 24. Deadline for Submission of Proposals and Late Proposals

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

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

Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

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

## **26. Proposal Opening**

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

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

## **27. Confidentiality**

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

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

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

## E. EVALUATION OF PROPOSALS

### 28. Preliminary Examination of Proposals

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

### 29. Evaluation of Proposals

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

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

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

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%})$$

$$+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})$$

**Total Combined and Final Rating of the Proposal**

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

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

### **30. Clarification of Proposals**

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

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

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

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

### **31. Responsiveness of Proposal**

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

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

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

### **32. Nonconformities, Reparable Errors and Omissions**

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

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

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

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

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



## **F. AWARD OF CONTRACT**

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

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

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

### **34. Award Criteria**

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

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

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

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

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

### **38. Bank Guarantee for Advanced Payment**

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

### **39. Vendor Protest**

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

## Instructions to Proposers

### DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	POPs Legacy Elimination and POPs Release Reduction
2		Title of Services/Work:	<p>The provision of "Services for the packing, removal, transport and environmental sound destruction of PCB based equipment and wastes from 4 different industrial locations in İzmit, Zonguldak, İstanbul and Hatay Provinces in Turkey"</p> <p>The assignment, subject of this RFP has been divided into two as LOT1 and LOT2 for the total waste to be disposed of in 2017 and 2018 respectively.</p> <p>UNDP will sign one contract with one proposer containing both LOT1 and LOT2.</p>
3		Country / Region of Work Location:	İzmit, Zonguldak, İstanbul and Hatay in 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	Time: 14.00

		Be Held on:	<p>Date: 13 of July, 2017</p> <p>Venue: Ankara, MOEU Premises, 6<sup>th</sup> Floor Meeting Room</p> <p>The UNDP focal point for the arrangement is: Burak Erten Şahin</p> <p>E-mail: <a href="mailto:burak.sahin@undp.org">burak.sahin@undp.org</a></p> <p>Telephone: +90 312 454 1123</p>
8	C.21	Period of Proposal Validity Commencing on the Submission Date	120 days
9	B.9.5 C.15.4 b)	Proposal Security	Required at an amount of US\$ 12.000 as per the template provided in Section 9.
10	B.9.5	Acceptable Forms of Proposal Security	Bank Guarantee (See Section 9 for template)
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<p>150 days from the last day of Proposal submission.</p> <p>Proposal Security of unsuccessful Proposers shall be returned.</p>
12		Advanced Payment upon Signing of Contract	Not allowed
13		Liquidated Damages	<p>For services which are not provided by the Contractor in full compliance with the ToR in terms of quality, timeliness, price, etc. and which therefore are not accepted by UNDP;</p> <p>UNDP reserves the right to proceed with any one or all of the below actions:</p> <p>1-Procure the subject services from another party at a price comparable to market rates;</p> <p>2-Request and receive payment of the service price billed by the other party, from the Contractor.</p> <p>3- Impose a penalty of up to 10% of the total price of the subject service, stated in the contract.</p> <p>4- UNDP reserves the right to terminate the contract when the liquidated damage reaches 10% of the total contract amount.</p>
14	F.37	Performance Security	Required (will be requested from the successful Contractor at the time of contract award)

			Amount: 10% (ten per cent) of the contract amount Form: Section 10 – Form for Performance Security
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	7 days before the deadline for submission of proposals

17	B.10.1	Contact Details for Submitting Clarifications/Questions <sup>1</sup>	Focal Person in UNDP: Naz Özgüç Yurtvermez, Portfolio Administrator Address: United Nations Development Programme (UNDP) Turkey, Yukari Dikmen Mahallesi Turan Güneş Bulvarı no:106, Yıldız Kule, Ankara/TURKEY Fax No.: +90 312 496 1463 E-mail address dedicated for this purpose: <a href="mailto:tr.procurement@undp.org">tr.procurement@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and Responses/Clarifications to Queries	Direct communication to prospective Proposers who submit an Acknowledgement Letter by e-mail or fax, and posting on the websites: 1-www.tr.undp.org 2-www.ungm.org 3-www.undp.org 4- www.devbusiness.com
19	D.23.3	No. of Copies of Proposal That Must Be Submitted	Original: 1 financial and 1 technical proposal Copies: Only one soft copy (in pdf format) of Technical Proposal shall be submitted in USB. (please do not include Financial Proposals)
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Ref: UNDP-TUR-RFP-PROJ(EI)-2017 Attention: Naz Özgüç Yurtvermez, Portfolio Administrator Address: United Nations Development Programme (UNDP) Turkey, Yukari Dikmen Mahallesi Turan Güneş Bulvarı no:106, Yıldız Kule, Ankara/TURKEY
21	C.21	Deadline for Physical Delivery of	Date: July 31, 2017

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

	D.24	the Proposals to UNDP TURKEY, Turan Güneş Bulvarı 664. Sokak No: 2 Yıldız - Çankaya / Ankara	Time: 17:30 Turkey time
22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for Electronic Submission and Opening, If Allowed	Electronic submission of proposals is not allowed.
24	D.23.1	Date, Time and Venue for Opening of Proposals	Date: August 2017 Venue: United Nations Development Programme (UNDP) Turkey, Yukari Dikmen Mahallesi Turan Güneş Bulvarı no:106, Yıldız Kule, Ankara/TURKEY
25	E.29.2 E.29.3 F.34	Evaluation Method to Be Used in Selecting the Most Responsive Proposal	<p>The evaluation shall be made on the basis of the following, as detailed in Section 3 of this RFP:</p> <ol style="list-style-type: none"> <li>1. Meeting <b>all (each and every one of)</b> PASS/FAIL CRITERIA.</li> <li>2. Combined Scoring Method for the Proposers who have met all PASS/FAIL CRITERIA and SUBCRITERIA, using the 70%-30% distributions for Technical and Financial Proposals, respectively.</li> </ol> <p>All proposers shall be first subjected to evaluation on the basis of "Pass/Fail" criteria for determination of their eligibility. Those proposers who meet each and every one of the pass/fail eligibility criteria, will be subjected to technical evaluation.</p> <p>For a Proposer to be determined as "technically qualified", that Proposer should secure at least 70% of total maximum attainable technical scores.</p> <p>At the end of the above described evaluation process, the technically qualified Proposers shall be identified and ranked per their combined scores (technical + financial). The Proposer which secures the highest combined score shall be considered for contract award.</p>
26	C.15.1	Required Documents That <u>Must</u> Be Submitted to Establish Eligibility of Proposers (PASS/FAIL Criteria)	<ul style="list-style-type: none"> <li>• Proposal Security (Bank Guarantee) at an amount of US\$12.000 as per the template provided in Section 9.</li> </ul>

		<p>Failure to submit the requested documents along with the proposals shall lead to automatic disqualification of a proposer and his proposal will not be subjected to any further evaluation.</p>	<ul style="list-style-type: none"> <li>• 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 <u>similar assignments</u> (2012, 2013, 2014, 2015, 2016). Documents without stamp and signature of the clients or any alternative documents (such as notarized contract copies, etc.) that do not represent any information regarding the performance of the Proposer will not be considered.</li> <li>• Financial statements (certified by independent auditors/public accountants) reflecting company's financial turnover (average 2,000,000 USD as min. requirement) and financial situation for the last three years of 2014, 2015, and 2016.</li> <li>• Quality and Environmental Management Certification: <ul style="list-style-type: none"> <li>○ ISO 9001 (Quality Management System) or national equivalent</li> <li>○ ISO 14001 (Environmental Management System) or national equivalent</li> </ul> </li> <li>• If Joint Venture – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV, or Registration of JV/Consortium, if registered.</li> </ul> <p><u>Similar Assignments Refer to:</u> Work experience in the relevant field of PCB packaging, removal, transport (including export/import under Basel Convention requirements), and arrangement/supervision responsibility for implementation of treatment and destruction of PCBs or equivalent POPs waste.</p>
27		Other Documents That May Be Submitted to Establish Qualification of the Proposers	<ul style="list-style-type: none"> <li>• Description of the Quality Assurance mechanism implemented within the organization</li> <li>• 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</li> </ul>

			<ul style="list-style-type: none"> <li>• Expertise of firm/Work experience for UNDP/ major multilateral/ or bilateral programmes/projects, if any</li> <li>• Technical reports and test results on PCBs or equivalent POPs waste acceptable to UNDP, demonstrating the capability to meet the technical and environmental performance requirements defined in Paragraph 4.4.2 of the Technical Specifications/TOR in Section 3.</li> <li>• Documentation demonstrating successful execution and completion of export/import shipping and receiving transactions in accordance with the Basel Convention through multiple jurisdictions including real time tracking and reporting of such transaction. i.e. The official document issued by the Local Authorities in the country where the waste was disposed previously.</li> </ul>
28	C.15	Structure of the Technical Proposal	Please refer to Section 7.
29	C.15.2	Latest Expected Date for Commencement of Contract	September 2017
30	C.15.2	Expected Duration of Contract (Target Commencement Date and Completion Date)	September 2017-May 2019
31		UNDP Will Award the Contract to:	One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>The overall evaluation score will be based on a combination of the technical score and the financial offer of the eligible proposers. The eligible Proposer who secures the highest cumulative score will be considered for the award of contract.</p> <p>The weight of the Technical Proposal is 70% and the weight of the Financial Proposal is 30%. Please refer to Technical Evaluation Grid provided in Section 3.</p> <p>The “Grand Total” amount to be quoted by the Proposers in Section 3 shall be the basis of Financial Evaluation.</p>
33	E.29.4	Post-Qualification Actions	N/A



34		Conditions for Determining Contract Effectivity	Upon submission of the performance security, and signature of the contract by both parties
35		Payment	<p>The payments will be made on price/ton basis upon submission of the documentation requirements for payment in section 4.4.5 of TOR and acceptance by UNDP as indicated in Price Schedule given in Section 8.</p> <p><u>The Contractor shall be paid 20% of price of shipped waste for each LOT upon acceptance and approval by UNDP, irrespective of the price it quoted for that LOT as the basis of payments shall be the actual quantity of waste in each shipment. The remaining 80% of the total price of shipped waste shall be paid upon acceptance by UNDP of the final documentation related to destruction/ disposition certification as indicated in the Terms of Reference in Section 4.</u></p> <p>The Contractor(s) based in Turkey shall be paid in TL through conversion of the US\$ amount by the official UN exchange rate valid on the date of money transfer. The Contractors based in another country shall be paid in USD.</p>
36		Taxation	<p>UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their Financial Proposals, excluding VAT.</p> <p>It is the Proposer'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		<p>Required Documents That <u>should be</u> Submitted to Establish qualification of Proposers.</p> <p>Failure to submit any one of these documents may lead to disqualification of the proposer(s).</p>	<ul style="list-style-type: none"> <li>• Section 7 and 8 of the RFP is fully completed, and signed by the Proposer.</li> <li>• Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2013 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</li> </ul>

		<p>UNDP reserves the right to request original or notarized copies of the listed documents at any phase during the evaluation process.</p>	<p>registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).</p> <ul style="list-style-type: none"> <li>Any official document that demonstrates that the Proposer is operational at the time of the submission of the Proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce).</li> <li>Power of Attorney (required in case the Proposal signed by a person who is not clearly identified as the authorized representative of the Proposer in the Certificate of Registration document).</li> <li>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).</li> <li>Tax Registration/Payment certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment obligations, or certificate of tax exemption, if any such privilege is enjoyed by the Proposer.</li> </ul>
38		<p>Indemnification, Insurance and Liabilities to Third Parties</p>	<p>The Contractor has to take all necessary measures in transportation and interim staging of PCB contaminated equipment, dielectric oil and associated PCB contaminated residuals stated in Section 4.4.3 of TOR and will be responsible for any and all types/volumes of claims to come out in Turkey and in all countries of transit as well as destination including but not limited to damages to environment, third parties, etc.</p> <p>The Contractor shall provide and thereafter maintain insurance against all risks in the execution of this Contract, in line with the General Conditions of Contract given in Section 12, including but not limited to below:</p> <p>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</p>

			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.
39		Compliance with Legislations and Procedures	<p>The proposers shall learn from all relevant authorities in Turkey and countries of transit/destination, the legislation, laws and regulations that will affect timely and successful performance of this contract and relevant costs, including but not limited to insurance, customs, levies, etc. The proposers shall factor these expenses in their price proposals as the Contractor shall not be entitled to receive any amount other than it quoted in this tender for these expenses.</p> <p>Additionally, the proposers shall learn from all relevant authorities the procedures to be followed in each country and factor those into their technical proposals in terms of delivery period and methodology.</p>
40		Subcontracting	<p>In case the proposers plan to deploy subcontractors during performance of the contract, they will clearly state the legal names, addresses of those subcontractors as well as the part of work to be subcontracted.</p> <p>The subcontractors to be deployed by the Contractor shall be subject to UNDP's approval prior to start of any work.</p>
41		Other Information Related to the RFP	<p>1- Joint Ventures/Consortiums are eligible to submit Proposals.</p> <p>2- Please refer to Section 11- Instructions for preparation and submission of proposals.</p>

## Section 3: Evaluation Methodology for Proposals

### 3.1. Pass/Fail Eligibility Criteria (PROPOSERS MUST SATISFY ALL 5 CRITERIA BELOW)

If the offeror does not meet any of the eligibility (Pass/Fail) criteria given below, it will be automatically disqualified and will not be subjected to technical evaluation.

*In case the Proposer is a Joint Venture or Consortium as described in Section 2.19, the Lead Partner MUST satisfy all Pass/Fail criteria.*

#	Pass/Fail Eligibility Criteria*	Pass	Fail
1	Proposal Security (Bank Guarantee) at an amount of US\$12.000 as per the template provided in Section 9.		
2	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 <u>similar assignments</u> (2012, 2013, 2014, 2015, 2016). Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding the performance of the Proposer will not be considered.		
3	Financial statements (certified by independent auditors/public accountants) reflecting company' financial turnover (average 2,000,000 USD as min. requirement) and financial situation for the last three years (2013, 2014, 2015).		
4	Quality and Environmental Management Certification: <ul style="list-style-type: none"> <li>• ISO 9001 (Quality Management System) or national equivalent</li> <li>• ISO 14001 (Environmental Management System) or national equivalent</li> </ul>		
5	If Joint Venture/Consortium, Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV, if registered.		

*\* Failure to meet any one of the above pass/fail eligibility criteria shall lead to automatic disqualification of a proposer and his proposal will not be subjected to any further evaluation.*

*\* In case of a Joint Venture or Consortium as described in Section 2.19, the Lead Partner MUST satisfy all Pass/Fail criteria*

### 3.2. Administrative Criteria

#	Administrative Criteria	Yes	No
1	Section 7 and Section 8 are fully completed, stamped and signed by the authorized representative of the Proposer without any reservations.		
2	Certificate of Registration of the business which evidences that the bidder has been legally established before the year 2013 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	Any official document demonstrates that the Proposer is operational at the time of the submission of the Proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce).		
4	Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized presentative of the Proposer in the Certificate of Registration document).		
5	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).		

### 3.3. Technical Evaluation Criteria

The technical proposals of the eligible Proposers shall be evaluated on the basis of its responsiveness to the Term of Reference (TOR) and scoring shall be made in accordance with Technical Evaluation Criteria below.

#### TECHNICAL EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
Expertise of Firm / Organization submitting Proposal	30%	300
Proposed Methodology, Approach and Implementation plan	50%	500
Personnel	20%	200
<b>Total</b>		<b>1000</b>

Technical Proposal Evaluation – Minimum Requirements <b>Form 1</b>		300
Expertise of firm / organization submitting proposal		
<b>1.1</b>	<p>Reputation of Organization and Staff (Competence / Reliability) References or other proof of quality service applicable to previous relevant contracts to be presented</p> <ul style="list-style-type: none"> <li>- <i>Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value over the past 5 years; (30 points)</i></li> <li>- <i>Statement of Satisfactory Performance applicable to nominated PCB disposal facilities if sub-contracted from the Top 3 Clients in terms of Contract Value over the past 5 years. (30 points)</i></li> </ul>	60
<b>1.2</b>	<p>Litigation, arbitration and/regulatory non-compliance history during the last five (5) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation or regulatory compliance, the amounts involved, and the final resolution if already concluded.</p> <ul style="list-style-type: none"> <li>- <i>No material current or past litigation (15 points)</i></li> <li>- <i>No substantive regulatory non-compliance related to all aspects of the assignment involving suspension of services or operations relevant to this assignment (10 points)</i></li> </ul>	25
<b>1.3</b>	<p>Quality assurance/environmental management qualifications</p> <p><b>1.3.1. Quality assurance procedures</b></p> <ul style="list-style-type: none"> <li>- <i>Existence of documented quality assurance implementation mechanisms and procedures within the organization</i></li> </ul>	40
<b>1.4</b>	<p>Relevance of Specialized Knowledge, Experience on Similar Projects, Work for UNDP/ major multilateral/ or bilateral programmes/projects (inclusive of sub-contractor's experience)</p> <p><b>1.4.1. Specialized Knowledge</b></p> <ul style="list-style-type: none"> <li>- <i>At least 5 years of experience in relevant field of POPs packaging, transport, international export, treatment, and destruction (125 points)</i></li> </ul> <p><b>1.4.2. Work experience for international organizations/ major multilateral/ or bilateral programmes/projects</b></p> <ul style="list-style-type: none"> <li>- <i>implementation of at least three relevant multi-lateral or bi-lateral projects (50 points)</i></li> </ul>	175

Technical Proposal Evaluation Minimum Requirements <b>Form 2</b>		500
Proposed Methodology, Approach, Implementation Plan, and Capability/Capacity to meet Technical Specification/TOR Requirements		
2.1	To what degree does the Proposer understand the assignment and have the important aspects of the assignment been addressed in sufficient detail? <ul style="list-style-type: none"> <li>- <i>Acceptable understanding of the tasks and requirements based on presentation of the execution plan (20 points)</i></li> <li>- <i>All important aspects addressed in an acceptable level of detail. (10 points)</i></li> </ul>	30
2.2	Has the Proposer provided conceptual framework adopted appropriate for the assignment and demonstrated an established, systematic methodology for the project implementation? <ul style="list-style-type: none"> <li>- <i>Acceptable conceptual framework adopted (30 points)</i></li> <li>- <i>Acceptable systematic methodology presented (20 points)</i></li> </ul>	50
2.3	Is the scope of assignment well defined and does it correspond to the TOR? <ul style="list-style-type: none"> <li>- <i>Acceptably well-defined scope of work and substantive correspondence to the TOR</i></li> </ul>	40
2.4	Is the execution plan presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? <ul style="list-style-type: none"> <li>- <i>Acceptably clear presentation with sufficient sound logical and realistic planning for implementation</i></li> </ul>	40
2.5	Technical and environmental performance requirements defined in Paragraph 4.4.2 of the Technical Specifications/TOR in Section 3. <ul style="list-style-type: none"> <li>- <i>capability acceptable to UNDP to meet specified requirements demonstrated</i></li> </ul>	140
2.6	Export/import shipping and receiving transactions in accordance with the Basel Convention through multiple jurisdictions including real time tracking and reporting of such transaction <ul style="list-style-type: none"> <li>- <i>successful management and execution of at least one comparable project</i></li> </ul>	50
2.7	Handling and custody transfer at the originating stockpile site <ul style="list-style-type: none"> <li>- <i>adequate practices and procedures presented in line with the Section 4.4.2 of TOR.</i></li> </ul>	20
2.8	Transportation and interim staging of PCB	20

	contaminated equipment - <i>adequate practices and procedures presented in line with the Section 4.4.3 of TOR.</i>	
<b>2.9</b>	Treatment/destruction/disposal of PCB based equipment, dielectric oil and wastes - <i>adequate capacity, practices and procedures demonstrated in line with the Section 4.4.4 of TOR.</i>	60
<b>2.10</b>	Environmental management, workplace health and safety, and emergency response capability - <i>availability of adequate practices and procedures demonstrated in line with the Annex 2 and 3 of TOR.</i>	50

<b>Key Personnel – Minimum Requirements Form 3</b>		200
<b>3.1</b>	<b>Overall Project Manager</b>	70
	<i>General Experience</i> <ul style="list-style-type: none"> <li>Education/Equivalent Experience <i>University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training (10 points)</i></li> <li>Knowledge of English language (4 points)</li> </ul>	14
	<i>Professional Experience</i> <ul style="list-style-type: none"> <li>Direct operational experience in the management of hazardous waste including PCB based equipment and associated PCB wastes <i>At least 10 years</i></li> </ul>	21



	<p><i>Specific Experience</i></p> <ul style="list-style-type: none"> <li>• Senior supervisory operational experience in the management of hazardous waste including PCB based equipment and associated PCB wastes <i>At least 5 years (25 points)</i></li> <li>• Undertaking similar international POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention <i>At least one such project in the past three years (10 points)</i></li> </ul>	35
<b>3.2</b>	<b>National Project Operational Coordinator</b>	<b>40</b>
	<p><i>General Experience</i></p> <ul style="list-style-type: none"> <li>• Education/Equivalent Experience <i>University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training (6 points)</i></li> <li>• Working knowledge of English and Turkish languages <i>Good knowledge of English</i> <i>Good knowledge of Turkish or an acceptable level of effective dedicated Turkish language communication support (2 points)</i></li> </ul>	8
	<p><i>Professional Experience</i></p> <ul style="list-style-type: none"> <li>• Direct operational experience in the management of hazardous waste including PCB based equipment and associated PCB wastes at an originating source and involving national transportation arrangements <i>At least 5 years</i></li> </ul>	12
	<p><i>Specific Experience</i></p> <ul style="list-style-type: none"> <li>• Undertaking similar POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention <i>At least one such project in the past three years</i></li> </ul>	20
<b>3.3</b>	<b>Environmental and Occupational Health and Safety Expert</b>	<b>30</b>

	<p><i>General Experience</i></p> <ul style="list-style-type: none"> <li>• Education/Equivalent Experience <i>University degree in relevant technical disciplines (i.e. chemistry, environmental sciences, industrial occupational health and safety) or equivalent industrial experience and relevant training. (4 points)</i></li> <li>• Knowledge of English and Turkish languages <i>Good working knowledge of English</i> <i>Good working knowledge of Turkish or an acceptable level of effective dedicated Turkish language communication support (2 points)</i></li> </ul>	6
	<p><i>Professional Experience</i></p> <ul style="list-style-type: none"> <li>• Experience in the supervision of environmental and health/safety requirements on comparable industrial waste management projects in Turkey <i>At least 5 years</i></li> </ul>	9
	<p><i>Specific Experience</i></p> <ul style="list-style-type: none"> <li>• National accreditation <i>Legislated health and safety expert accreditation applicable to operations covered by this assignment as required under Turkish legislation</i></li> </ul>	15
<b>3.4</b>	<b>International Transport Coordinator</b>	<b>20</b>
	<p><i>General Experience</i></p> <ul style="list-style-type: none"> <li>• Education/Equivalent Experience <i>University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training (3 points)</i></li> <li>• Working knowledge of English language (1 point)</li> </ul>	4
	<p><i>Professional Experience</i></p> <ul style="list-style-type: none"> <li>• Experience in the supervision and coordination of international transportation of chemicals or waste <i>At least 7 years direct experience</i></li> </ul>	6
	<p><i>Specific Experience</i></p> <ul style="list-style-type: none"> <li>• Experience in the supervision and coordination of international transportation of hazardous waste, preferably related to the management of hazardous waste including PCB based equipment and associated PCB wastes, including the administration of export, transit and import approvals under the Basel Convention, and the continuous tracking and reporting of such movements <i>At least 5 years direct experience</i></li> </ul>	10

<b>3.5</b>	<b>Treatment/Destruction/Disposal Coordinator</b>	<b>40</b>
	<i>General Experience</i> <ul style="list-style-type: none"> <li>• Education/Equivalent Experience <i>University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training</i></li> <li>• Working knowledge of English language</li> </ul>	8
	<i>Professional Experience</i> <ul style="list-style-type: none"> <li>• Experience in the operation of licensed waste treatment, destruction and disposal facilities <i>At least 7 years direct operational experience</i></li> </ul>	12
	<i>Specific Experience</i> <ul style="list-style-type: none"> <li>• Experience in the operation of licensed hazardous waste treatment, destruction and disposal facilities including those used for the management of PCB based equipment and associated PCB wastes. <i>At least 5 years direct operational experience</i></li> </ul>	20

## Section 4: Technical Specification/Terms of Reference

### 4.1 Context

This section of the Request for Proposal defines the general background, scope of work, technical/environmental protection requirements and contractor's responsibilities for work to be undertaken under this tender and subsequent contract.

As general background, this work applies to the environmentally sound removal, draining, packaging, handling, transport, disposal of a quantity of out of service PCB based equipment in two Lots. Lot 1 applies to currently stockpiled out of service PCB equipment located at the facilities of ERDEMİR Group (Zonguldak), BRISA (Izmit, Kocaeli), İSDEMİR (İskenderun), and EUAS (Ankara-İstanbul). Lot 2 applies to PCB equipment to be phased out during 2017 at ERDEMİR Group - (Zonguldak), and potentially other facilities to be identified during 2017. These Lots are further defined in Annex 1 below in terms of quantity, specific equipment items, location and conditions of storage and access. Relevant background on the owner/holder(s) of this equipment (Owners) is as follows:

- ERDEMİR Group operates an integrated steel works at Karadeniz Ereğli/Zonguldak on Turkey's Black sea coast. Established in 1960, it produces 4 million t of crude steel/per year and 5 million t of final products with principle finished product being hot and cold rolled coil, and plate.
- BRISA, located in the Industrial area of Izmit in Kocaeli Province at the eastern end of the Marmara Sea, is a major automotive tire producer, having been in operation since 1974.
- İSDEMİR, located in İskenderun on Turkey's Mediterranean Sea cost, operates the country's largest integrated steel works. Established in 1970, it produces 3,5 million t of steel products/per year with principle finished product being hot rolling process.
- EUAS, located in Ankara and İstanbul, is a regional state owned electrical power utility. EÜAŞ which is responsible for the electricity generation at the public plants, works to utilize the domestic resources. In 2012, EÜAŞ manages 43,4% (24.774,8 MW) of the installed capacity of Turkey

The work covered by this tender is part of a GEF financed Project entitled "GEF POPs Elimination Reduction and POPs Release Reduction Project"<sup>1</sup> being undertaken in Turkey with UNDP acting as the lead GEF Implementing Agency, and the Ministry of Environment and Urbanization (MoEU) acting as the national Executing Agency. This work under Component 1 Outcome 1.2 of the overall project is being managed by UNDP through a Project Management Unit (PMU) within it. It relates to current priority stockpiles of PCB based equipment that has or is currently being removed from service which has been identified jointly by UNDP and MoEU. The work involved in its elimination as part of Turkey's obligations under the Stockholm Convention will be contracted on a turn-key basis with a qualified hazardous waste management service provider (the Contractor) operating as a single lead company or joint venture. The Contractor will bring the complete range of expertise required for the environmentally sound removal, transport, treatment and destruction of the PCB based equipment and directly associated PCB waste involved. This would be anticipated to involve the utilization of qualified and appropriately licensed (permitted) national and international partners and/or sub-contractors for various aspects of the work as required.

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<sup>1</sup> [https://www.thegef.org/sites/default/files/project\\_documents/9-29-2014\\_ID4601\\_r\\_ProjeDoc.pdf](https://www.thegef.org/sites/default/files/project_documents/9-29-2014_ID4601_r_ProjeDoc.pdf)

## 4.2 General Scope of work

The overall scope of work covered by this tender and technical specification to be undertaken by the selected Contractor will be the environmentally sound management (ESM) from the originating stockpile location through to treatment, destruction and disposal of some or all the identified out-of-service PCB based equipment as detailed herein for originating site(s). For purposes of this tender a total potential estimated quantity of 321,3 tonnes (t) may be involved in two Lots as defined below, with UNDP reserving the option of changing or adding to the quantities and locations after contracting, subject to agreement with the Contractor. Annex 1 provides an itemized summary of the equipment currently designated for ESM including owner, originating stockpile site location, specified equipment capacity (where applicable), manufacturer, dielectric fluid trade name, estimated total and fluid weights, and relevant description of originating site conditions and access.

The overall scope of work involved under the contract is summarized in Table 1 below for PCB equipment, drained liquids and contaminated solids at each designated originating site and for which the Contractor will supply all required labor, equipment, consumables, operational site supervision, approvals, and reports/documentation as specified herein.

**Table 1. Main contract components (See Note)**

Item no.	Description	Unit	Estimated Quantity
1	Environmentally Sound Management (ESM) of PCB based transformers, and drained liquid including draining, dismantling (as required), packaging, labeling, loading, transporting, tracking, treatment (as required) and disposal/destruction.	t	Lot 1 – 190,6 t Lot 2 – 76 t
2	ESM of PCB capacitors including packaging, labeling, loading, transporting, tracking, and disposal/destruction	t	Lot 1- 11.3 t Lot 2 – 0 t
3	ESM of PCB-contaminated soil /debris including on-site recovery, packaging, labeling, loading, transporting, tracking, and disposal/destruction	t	Lot 1 – 3 t Lot 2 – 1 t
4	Obtain all required regulatory approvals and authorizations for the transport of the PCB equipment, drained liquids and contaminated solids, its export (as required), its onward transport, transit and import to the destination country(ies)	n/a	n/a
5	Acceptance of custody and ownership at the originating site, loading, transportation and tracking of all labeled and packed PCB equipment, drained liquids and contaminated solids from each site to the final disposal facility(ies) inclusive as may be required of provision of temporary storage.	n/a	n/a
6	ESM and its tracking of the delivered PCB equipment, drained liquids and contaminated solids from reception at the designated facility(ies) through processing and PCB destruction and beyond to the disposition of residuals from processing and destruction inclusive of issuing of the required documentation including certification of destruction.	n/a	n/a

Note: ESM shall include the management of the PCB equipment, liquids and waste through all operations from source through to PCB destruction and disposal of residuals from this destruction process in accordance with to Basel/Stockholm and GEF STAP guidance documents, the de-contamination of transformer shells, components and other solids to below low POPs content as defined by the Stockholm Convention, followed by ESM disposal or recycling in accordance with regulations applicable in the designated disposal country.

### 4.3 Organization of the work

The details of the work and its organization will be documented in a detailed Work Plan prepared and submitted to UNDP and participating Owners in advance of initiating any physical operations within this Scope of Work and within 30 days of contract signature.

The Work Plan inclusive of a detailed schedule shall include but not necessarily be limited to specification of i) general methods, ii) environmental protection practices and procedures consistent with requirements of the Environmental Management Plan (Annex 2); iii) specific procedures covering workplace health and safety as defined in an Industrial and Labor Safety Action Plan (Annex 3); and iv) operational procedures covering all work activities related to the draining, packaging, labelling, handling, loading, transportation, tracking, environmental sound disposal, emergency response, and tracking of the PCB equipment and wastes. The above shall be consistent with the work being done in environmentally sound manner in accordance with the requirements of the Basel Convention as adopted by the Stockholm Convention<sup>1</sup>, GEF STAP guidance document<sup>2</sup>, the regulations as applicable in Turkey and the country(ies) of transit and disposal, and the technical/environmental requirements defined herein.

Within the above period after contract signature, the Contractor will also be expected to complete the following activities and to document them in the Work Plan: i) conclusion of contracts with subcontractors (as designated in the proposal); ii) selection and mobilization arrangements of the Contractor's/Sub-contractor's personnel and equipment in Turkey; iii) acquisition of local permissions and licenses where required; iv) initiation of authorizations and clearances for the trans-boundary transportation in accordance with the Basel Convention requirements from/through the competent Turkish authorities as well as those of all transit and destination countries that may be involved; and v) establishment of coordination arrangements with the Owners and UNDP or its representatives respecting on-site administration, logistics, scheduling, and operational procedure details.

The detailed schedule of required work activities included in the Work Plan from point of agreement on the Work Plan with UNDP as defined in Table 1 above shall be completed within a target of 12 months days unless otherwise agreed with UNDP.

### 4.4 Technical/Environmental Requirements and Contractor's Responsibilities

#### 4.4.1 General

The following details the technical and environmental requirements for the above scope of work and elaborates the Contractor's responsibilities for meeting them.

All the work must be performed and completed in conformity with: i) legislation of the Republic of Turkey; ii) applicable Basel Convention requirements and guidelines; and iii) Stockholm Convention requirements and guidelines; iv) international regulations applicable to the movement of hazardous waste and

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<sup>1</sup> <http://www.basel.int/Implementation/Publications/TechnicalGuidelines/tabid/2362/Default.aspx>

<sup>2</sup> <http://www.thegef.org/publications/selection-persistent-organic-pollutant-disposal-technology-gef>

dangerous goods by road (ADR)<sup>1</sup>, marine (AMDG)<sup>2</sup>, and rail<sup>3</sup> transport; and iv) other applicable regulations, procedures and guidelines including those of transit and destination countries.

The overall scope of work shall involve the following work stages and sub-activities within the stages, the requirements for each of which is covered in more detail in the following parts of this section.

- A) Handling and custody transfer at the originating stockpile site
  - Removal from original location to an on-site operational location (as required)
  - Draining and packaging PCB based transformers and dielectric oil
  - Packaging of PCB based capacitors
  - Removal of directly associated PCB contaminated residuals wastes
  - Labelling and tracking initiation requirements
  - Handling and loading for transport
  - Transfer of custody and ownership procedures
- B) Transportation and interim staging of PCB contaminated equipment, dielectric oil and associated PCB contaminated residuals
  - Road transport and off-site staging within Turkey as required
  - Trans-border and international road transport
  - International maritime or rail transport and transfers
- C) Treatment/destruction/disposal of PCB based equipment, dielectric oil and wastes
  - Qualification requirements for designated treatment, destruction and disposal facilities
  - Receiving procedures at destination facilities
  - Technical and environmental performance requirements for treatment and destruction
  - Internal tracking within facilities through to final disposition
  - Final documentation and certification requirements

#### **4.4.2 Handling and custody transfer at the originating stockpile site**

##### **4.4.2.1 General**

The initial stage in undertaking the required work will involve the securing of the specified PCB based equipment and directly associated wastes at the Owner's site inclusive of removing the PCB equipment from the original location (as may be required), draining dielectric oil for transformers, packaging the PCB equipment and dielectric oil in primary containers and final shipping containment, likewise packaging directly associated PCB contaminated residuals, labeling primary individual and overall shipping containers, and executing transfer of custody/ownership and initiating tracking documentation.

It is generally assumed that these activities will be undertaken at the originating site with equipment

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<sup>1</sup> European Agreement concerning the International Carriage of Dangerous Goods by Road.

[http://www.unece.org/trans/danger/publi/adr/adr\\_e.html](http://www.unece.org/trans/danger/publi/adr/adr_e.html)

<sup>2</sup> International Maritime Dangerous Goods (AMDG) Code,

[http://www.imo.org/en/Publications/Documents/IMDG%20Code/IMDG%20Code%20\(inc%20Amdt%2037-14\)/IJ200E.pdf](http://www.imo.org/en/Publications/Documents/IMDG%20Code/IMDG%20Code%20(inc%20Amdt%2037-14)/IJ200E.pdf)

<sup>3</sup> Convention concerning International Carriage by Rail (COTIF),

[http://www.otif.org/fileadmin/user\\_upload/otif\\_verlinkte\\_files/07\\_veroeff/99\\_geschuetzt/RID\\_2013\\_e/RID\\_2013\\_E.pdf](http://www.otif.org/fileadmin/user_upload/otif_verlinkte_files/07_veroeff/99_geschuetzt/RID_2013_e/RID_2013_E.pdf)

intended for removal and destruction through this Project being disconnected and placed for interim storage in the Owner's territory as described in Annex 1. However, depending on conditions and Owner arrangements, the Contractor may propose the option of safely transferring undrained transformers off site to another location in Turkey for draining and final packaging operations under the following conditions: i) this is specified and fully described in the agreed Work Plan; ii) the handling and transportation involved is undertaken in accordance with national regulations covering hazardous waste and the applicable requirements of this specifications; iii) the site, facilities and the operations involved are appropriately licensed under national hazardous waste legislation and regulations; and iv) their use has been expressly approved for this particular work by MoEU and have been inspected and cleared by UNDP or its authorized representative.

#### **4.4.2.2. Draining (Transformers) and Packaging**

The Contractor is responsible for draining PCB based transformers in accordance with the agreed Work Plan procedures, EMP requirements (Annex 2) and Industrial and Labor Safety Action Plan (Annex 3). In doing so the Contractor will pay particular attention to: (i) using only equipment and containment suitable for draining PCB based dielectric oil and in accordance with the ADR and IMDG code; (ii) using suitable PPE for workers, including overalls, safety foot ware with removal covering in contaminated areas, gloves, safety glasses/goggles, respiratory protection, adsorbent for spillages (inorganic and fire-proof); (iii) using proper equipment to control the filling level of containments during drainage (e.g. automatic shut-down of pump by filling sensor); (iv) transporting the empty transformers (noting that they will still contain PCB dielectric oil).

During the draining of PCB based transformers, metal trays and adsorbent shall be used to collect any spillage, particularly at transformer, pump and container hose connections. The work area for draining and packaging shall be clearly marked with a physical barrier and only the personnel involved in the operation shall be allowed to enter the area. Staff will be equipped with and use appropriate Personal Protection Equipment (PPE) in accordance with the Industrial and Labor Safety Action Plan contained in the Work Plan.

The PCB oils shall be drained into UN certified liquid drums on pallets or other UN Certified internationally accepted bulk containers used for PCB liquids as approved for use in Turkey and international transport in compliance the relevant international agreements for the transport of dangerous goods. The primary containers (drums or alternative acceptable bulk containers or tanks) shall be weighted and packed in appropriately labelled shipping containers such that they are secure and provide for spill containment during transportation. Primary PCB oil containers shall be packed in separate shipping containers from those used for the drained transformer carcasses and intact capacitors. The containers for transformer carcasses shall be filled with adequate adsorbent material and trays to capture potential leakage during storage and transport. Where transformer carcasses cannot fit into a conventional shipping container, custom containers with leak-proof metal trays shall be used for the transport, which comply with the regulations under the ADR and IMDG code. The material inside the shipping containers shall be lashed, secured and properly labeled in accordance with the ADR and IMDG-code. All containers shall also be labeled on each of the 4 sides of the container and transported as expeditiously in accordance with the agreed transport plan to be communicated and subject to approval for the domestic transport and as applicable for export in accordance with approvals given by the competent authorities. After the draining of the transformers, all equipment shall be properly cleaned and all waste from the operation placed and sealed in drums and shipped for disposed together with the drained liquid and transformer carcasses.



Capacitors shall be packaged together in shipping containers with unimpaired ceramic insulators and secured to avoid damage to the capacitors during transport that may result in leakage. If the capacitors are corroded or damaged as received they shall be placed on trays and the bottom of the shipping container shall be lined with an adsorbing material such that safe haulage without release of PCBs is assured.

In all cases, the primary containers and shipping containers will be exclusively used for PCB based equipment and PCB wastes from this contract.

At each site, the Contractor will be responsible for the supply of all labor, equipment (transfer pumps, hoses, tools, lifting/handling equipment, weighting equipment, general consumables, spill trays, emergency response kits, first aid provisions, transport packaging, PPE for staff etc.), operational/technical supervision, and provision of on-site acceptance authority respecting transfer of custody and ownership. The Contractor will also be responsible for final decisions respecting logistics and equipment placement associated with the removal, handling, packaging, and loading of the subject PCB equipment, noting this is also subject to the Owner's approval and adherence to their in-plant procedures. Where applicable, Owners will supply 240 Volt power at locations requiring it and may through direct agreement on a site-specific basis supply specialty equipment otherwise supplied by the Contractor (see above).

#### **4.4.2.3 Waste container labelling and tracking initiation procedures**

The Contractor will label all individual pieces of PCB based equipment, primary containers as well as the shipping containers in which they are packed with a unique number based on a system established in the above Work Plan and agreed with UNDP and the Owner. This system of labelling and numbering will be sufficient to enable locating the contracted waste material precisely and tracking it from the originating source through all steps in its ESM. The primary and shipping container labels should be in compliance with the guidelines of the ADR and IMDG Code and contain the following information: UN number, UN classification, Basel and national waste identification code, waste designation, appropriate placard symbol, tracking form (manifest/waybill) number, origin of the wastes, weight of the filled container, container tracking number) and should adhere to the ADR and IMDG regulations. These labelling numbers (both on individual and shipping containers) will be included on the manifest/bill of lading documents initiated at the loading site source and signed off by both a representative of the Owner, UNDP, and the Contractor's authorized site representative for purposes of formal transfer of custody and ownership. This manifest document will be used for purposes of tracking and associated reporting from source through to the final unloading and processing with the Contractor's designated treatment/destruction/disposal facility(ies), and for tracking reporting.

The Contractor shall keep and submit to UNDP and each participating Owner a weekly logbook indicating the types, volumes and container IDs of packaged wastes, as well as the types, quantities, and ID numbers of containers used within the reporting period and their contents, all correlated with the original stockpile quantities inventories agreed with the Owner(s) and UNDP as documented in the Work Plan.

#### **4.4.2.4 Loading of PCB equipment and waste**

The Contractor shall be responsible for the supervision, implementation, and coordination of loading operations at the PCB equipment originating sites and ensuring that containers are loaded and secured on suitable, licensed road transport consistent with the following requirements:

- Work will be undertaken in accordance with the practices and procedures describing loading operations defined in the agreed Work Plan, inclusive of the requirements for the loading site

arrangements, equipment used, and in a manner, consistent with the EMP (Annex 2) and the Industrial and Labor Safety Action Plan (Annex 3);

- The work will be undertaken by the Contractor, a qualified sub-contractor, or the Owner where arranged by agreement with the Owner(s)'s, all as defined in the Work Plan.
- The work will be coordinated with the Owner's and be subject to rules and practices prescribed by the Owner(s) for work on the subject site;
- All site personnel under the Contractor's direction are to be properly trained and all tools and materials are in good working order and suitable for the intended application;
- The contractor will provide or make arrangements for the provision of the required emergency response capability in terms of spill containment and clean up capability;
- The sites where PCB equipment and wastes that are handled shall have a solid foundation to ensure stability of the hoisting equipment, stored materials and vehicles;
- Entry of vehicles with technical malfunctions or without fire-extinguishing capability and an electrostatic elimination device into the site or their repair in the enterprise territory shall be prohibited;
- Selection of cargo handling sites, layout of buildings (structures) thereupon, and their separation from the residential areas by means of sanitary buffer areas shall comply with the national construction regulations, sanitary regulations, and other regulatory requirements of the competent authority having jurisdiction.

#### **4.4.2.5 Transfer of Custody and Ownership Procedures**

The Contractor will assume full custody and ownership of the PCB based equipment, PCB dielectric oil and directly associated PCB contaminated materials at the originating site upon loading of such materials on the road transport vehicles that will affect removal from the originating site. This will be formalized by the signing of a transfer of custody document in the form of the manifest/bill of lading document referred to above. These documents will be signed by the authorized representatives of Owner, and the Contractor, and, as may be agreed in advance, by authorized representatives of UNDP and the applicable competent regulatory authority having jurisdiction.

#### **4.4.3 Transportation and interim staging of PCB contaminated equipment, dielectric oil and associated PCB contaminated residuals**

##### **4.4.3.1 General transportation requirements and responsibilities**

The Contractor shall be responsible for transportation of PCB equipment and waste from the owner's territory to the PCBs destruction facility(ies), inclusive of any intermediate staging or storage required.

For purposes of transportation by road or marine transport, the subject cargos are to be considered hazardous wastes and treated as hazardous cargos. As such transportation shall comply with the requirements set out in the national legislation of originating, transit and destination countries, and where international transportation is involved the requirements as applicable of the ADR, IMDG Code and Basel Convention shall apply.

The Contractor shall be responsible for selecting the most appropriate option in terms of transport mode (road and/or marine) and routing both within Turkey and as may apply for trans-border transportation of PCB based equipment and PCB wastes from origin to destination (point of treatment/destruction/disposal). This selection will be based on an objective documented criteria considering, such factors as risk, safety, receipt of

authorizations for transportation, transportation timeline, and financial criteria. The final route for transportation shall be identified by the Contractor in including its justification relative to alternatives in the Work Plan and be subject to approval of the Owner and UNDP.

The Contractor shall be responsible for ensuring that the necessary cargo insurance is in effect during transportation, which shall include environmental liabilities for the transport of the PCB based equipment and PCB wastes and for providing supporting documentation to the Owner and UNDP on such insurance coverage as may be requested.

With this overall responsibility, the Contractors responsibilities include: i) providing a sufficient number of cargo vehicles of sufficient capacity ratings for domestic and international carriage of shipping containers, packing materials, tools and equipment to avoid interruptions in the work performance; and ii) meeting vehicle placarding with UN dangerous good symbols consistent with national and international standards.

Vehicles used for road transport shall be equipped with an 80-cm high skirting board and the bottom of the truck shall be rubber-coated (or have equivalent sealing) and covered with an adsorbing material. When transported in a tray due to size, the transformers shall be securely fastened and covered so that they are protected from potential weather impacts. Vehicles shall be equipped with suitable emergency response and communication equipment.

Where unloading and interim storage of shipping containers may be proposed for logistics purposes (i.e. staging marine shipping lots) or off-site draining/re-packaging of transformers and PCB dielectric oil in Turkey as provided for above, the Contractor has sole responsibility for selecting such an option and the locations involved, as well as assumption of any and all liabilities associated with the use and abandonment of such locations. This responsibility includes compliance with applicable licensing and other regulatory requirements of the competent authority having jurisdiction as applied to such handling and storage operations. Additionally, such operations shall be subject to applicable requirements of this specification including as may be drawn from the relevant documentation provided in the approved Work Plan, the EMP (Annex 2) and Labor Safety Action Plan (Annex 3).

As described above, execution of the manifest/waybill (4 copies minimum) as described above and defined as the primary tracking document shall be the joint responsibility of the Owner and Contractor with the originating document prepared by the Contractor. Additionally, this should be accompanied by a routing sheet and emergency card covering load specific emergency response procedures consistent with national and international regulations. The routing sheet may also be signed by a designated person (the customs applicant, the shipping agent); a carrier company or its designated representative (the customs applicant) who shall be responsible for its execution. Copies of this documentation shall accompany shipping container as it is transported by road vehicle and ship (as applicable) as well as be held at any staging or interim storage sites enroute to the final destinations(s)

The Contractor shall obtain all the required authorizations, licenses and clearances as far as the means of transport and the selected transportation route are concerned. This shall include all Basel notifications in Turkey, transit countries, receiving country(ies), and, as may be applicable, the European Commission. The status of such authorization shall be reported weekly to UNDP and the Owner(s) with an explanation of any unanticipated delays or issues.

Where the contract between UNDP and the Contractor provides for separate payment upon completion

of onsite and transportation, such payment covering the supply of packaging materials, on-site supervision and operational packaging and loading of PCB based equipment and PCB waste covered herein, and transportation from the Owner's site to the designated hazardous waste treatment/destruction/disposal facility(ies) will be made upon receipt of the following documents: (i) detailed inventory of PCB equipment and waste packaged in uniquely identified containers which have been shipped by a specific vehicle and matched with corresponding shipping documentation from source such documentation signed and sealed by the Contractor's designated authority; (ii) report on the routing and schedule of transport; (iii) customs declaration of the country where the wastes will be disposed; iv) regulatory clearance documentation from the receiving country and any transit countries; and (v) documentation demonstrating delivery and acceptance in good order at the approved disposal facility(ies) designated in the contract, such documentation duly signed and certified by the receiving party.

#### **4.4.3.2 Environmental and safety measures during transport**

The contractor shall assume full responsibility for and ensure public safety and environmental protection during the loading and transport the PCB based equipment and PCB waste including but not limited to adherence to the measures and actions below.

The contractor will adhere to all applicable practices and procedures defined in the agreed Work Plan including the EMP (Annex 2) and Industrial and Labor Safety Action Plan (Annex 3) as well as provisions set out in the ADT, IMDG Code and the applicable Basel Convention and its guidance documents. Specific actions required shall include: i) effective coordination and communication with UNDP, the Owner(s) and competent authorities having jurisdiction; ii) ensuring safe performance and monitoring of the work including use of personal protection equipment, medical check-ups and training of the workers, use of mechanical tools and materials in good working order, and provision for spill containment and cleanup equipment and procedures for spill and emergency response.

As part of the above, the Contractor shall establish a Hazard Warning System to ensure warning about the hazards associated with the transported PCB based equipment and PCB wastes that incorporates the following elements: i) availability to responsible parties and emergency responders of the load specific manifest/bill of lading forms that provide a detailed inventory of PCB equipment and wastes being transported; ii) provision of information plates/placards inclusive of hazard identification numbers on vehicles and shipping containers, along with information for decoding the identification number in terms of hazard involved; and iii) preparation and availability of an "emergency card" as described below with the vehicle and shipping container to identify measures for responding to accidents or incidents and their impacts.

In case of an accident during transport of PCB equipment and wastes as hazardous cargo, the Contractor is responsible for impact mitigation measures that shall be implemented in accordance with the instructions listed in the emergency card which shall be an integral part of the enclosed documents as well as in accordance with the procedures intended to minimize the risks of accidents and incidents. Such procedures will be fully described and set out in the agreed Work Plan inclusive but not limited to: i) procedures for reporting incidents and accidents; ii) availability and application of emergency response equipment (including communication equipment) carried on a vehicle and available enroute; iii) training and qualification requirements of vehicle operators; and iv) other resources available to be called upon for emergency response.

The instructions on the measures for responding to and addressing the impacts of accidents/incidents as

covered on the emergency card and its supporting documentation will contain: i) a sequence of the measures to be undertaken by the personnel involved; ii) a list of emergency team members and qualifications; iii) a list of the required assets, tools, materials, personal protection equipment, fire extinguishers and their storage places; iv) an operational section of the plan on the responding to and addressing the impacts of accidents and incidents; v) a list of enterprises and officials to be immediately notified about an accident or an incident; vi) a warning scheme; and vii) a list of PCB based equipment and PCB wastes as hazardous cargo transported by each vehicle (manifest/bill of lading) including material safety data sheets (MSDS).

#### **4.4.4 Treatment/destruction/disposal of PCB based equipment, dielectric oil and wastes**

##### **4.4.4.1 Qualification requirements for treatment, destruction and disposal facilities**

PCB based equipment and PCB waste described herein and accepted by the Contractor shall be managed at a qualified and licensed hazardous waste management facility or facilities, such qualifications including those specified below.

- The facilities utilized for treatment, destruction and disposal shall meet the applicable national and local regulations and licensing requirements of the jurisdiction in which they are located, with such regulations being consistent with international reference standards such
- The facilities utilized for treatment, destruction and disposal shall have in place descriptions of procedures and standards applicable to proposed destruction and disposal facilities: i) reception and verification analysis of waste upon arrival at the facility; ii) handling and on-site storage prior to destruction and disposal including tracking and inventory control procedures; iii) controls on operating conditions and performance applied during destruction including any continuous emission monitoring and ability to correlate with specific waste batches that would include wastes handled under this disposal contract; iv) reusable container decontamination procedures if applicable; v) waste destruction residue handling, transport, storage and disposal; vi) environmental monitoring procedures applied to land, water and air; vii) policies, procedures and example activities related to public consultation and disclosure regarding the operation of facilities; viii) work place health and safety procedures and practices; and ix) emergency response procedures and practices
- The technologies and techniques applicable to treatment/destruction/disposal of PCB equipment and wastes as applied in this work at the designated facilities used shall have been demonstrated by means of past performance testing to provide the specified technical and environmental performance applicable to the environmentally sound destruction and irreversible transformation of PCBs in solid and liquid form as well as the reuse of recyclable materials and disposal of treatment and destruction residuals. Documentation supporting such performance demonstration, particularly in relation to destruction and unintended POPs release shall be submitted as part of the Contractor's original proposal for purposes of assessing such qualifications.

In addition, the Contractor shall submit documentation covering the following as part of their technical proposal, such information being subject to validation during bid evaluation and subsequent implementation of contracted work:

- Applicable permits, licenses and certifications to undertake the proposed treatment/destruction and disposal activities in the national and local jurisdictions in which it is undertaken, including a listing and description of the regulatory control measures (legislation, regulation and enforcement/inspections) applied by the competent authorities, and a record of compliance/non-compliance from these authorities;
- Procedures for reception and verification analysis of waste upon arrival at the facility;
- Handling and on-site storage prior to destruction and disposal including tracking and inventory control procedures
- Controls on operating conditions and performance applied during destruction including any continuous emission monitoring and ability to correlate with specific waste batches that would include wastes handled under this disposal contract
- Reusable container decontamination procedures if applicable
- Waste destruction residue handling, transport, storage and disposal practices;
- Environmental monitoring procedures applied to land, water and air;
- Work place health and safety procedures and practices;
- Emergency response procedures and practices.
- Record of environmental impact assessment undertaken during the development, and subsequent operation of proposed destruction and disposal facilities; and
- Public consultation, information and disclosure practices

#### **4.4.4.2 Technical and environmental performance requirements for treatment, destruction and disposal**

In general the operational as well as technical and environmental performance provisions, procedures and environmental protection/safeguards measures applicable treatment, destruction and disposal facilities shall meet the applicable requirements set out in recognized international standards such as i) the relevant European Commission directives including the Incineration Directive<sup>1</sup> and Landfill Directive<sup>2</sup> or other internationally accepted equivalent standard: ii) EC IPPC (BREF) Reference Document for Best Available Techniques Guidance on Incineration<sup>3</sup>; iii) Basel Convention technical guidelines adopted by the Stockholm Convention for the environmentally sound management of consisting of, containing or contaminated with persistent organic pollutants (POPs)<sup>4</sup>; and iv) Selection of Persistent Organic Pollutant Disposal Technology for GEF Projects<sup>5</sup>

The primary specific technical performance requirements applicable to the technologies employed for the destruction of PCBs contained in and/or removed from PCB based equipment and PCB wastes are as follows:

- Destruction Removal Efficiency (DRE) applied to halogenated containing compounds and wastes of not less than 99.9999%.
- Destruction Efficiency (DE) applied to halogenated containing compound inclusive of unintended POPs production and release to water, air and land of not less than 99.99%.

<sup>1</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2000:332:0091:0111:EN:PDF>

<sup>2</sup> <http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=celex:31999L0031>

<sup>3</sup> [http://eippcb.jrc.ec.europa.eu/reference/BREF/wi\\_bref\\_0806.pdf](http://eippcb.jrc.ec.europa.eu/reference/BREF/wi_bref_0806.pdf)

<sup>4</sup> <http://www.basel.int/Implementation/Publications/TechnicalGuidelines/tabid/2362/Default.aspx>

<sup>5</sup> <http://www.thegef.org/publications/selection-persistent-organic-pollutant-disposal-technology-gef>

The primary environmental performance of technologies employed in the employed for the treatment/destruction/disposal of PCBs contained in and/or removed from PCB based equipment and PCB wastes in terms of releases are as follows:

- Unintended releases to air of PCDD/PCDF is less than 0.1 ng TEQ/Nm<sup>3</sup>.
- Aqueous discharge releases of PCDD/F is less than <20 pg TEQ/l
- POPs content in solid waste residues is less than the Stockholm Convention low POPs content (50 mg/kg for PCBs)

Where the treatment process involves disassembly and decontamination PCB containing equipment for purposes of recovery of recyclable metals, such decontamination shall be conducted in a way that any release of PCBs is within the standards set in the jurisdiction of the facility; and the level of decontamination achieved meets standard that would de-classify the materials as hazardous waste and allow its general use as a recycled material or otherwise be disposed as a non-hazardous waste under such standards not covered by the Stockholm Convention. The contractor will clearly specify the level of decontamination in terms of residual PCB content as part of their original proposal.

#### **4.4.4.3 Receiving procedures at destination facilities**

The Contractor will implement procedures applicable to receiving, analysis and handling of PCB based equipment, dielectric oil and associated waste at the designated facility(ies) as set out in the agreed Work Plan. This will include inspection of and reporting on the conditions of the loads upon arrival, and weighting of vehicles and shipping containers upon arrival and after removal of the PCB materials. The weighting procedures by certified equipment will determine the net weight of PCB based equipment, dielectric oil and waste being covered commercially under the contract and be reconciled with the weight of material shipped from the originating site(s). The receiving process shall be covered by duly certified receiving and acceptance documentation recording weights (to determine and unique identification numbering by primary container and shipping container.

#### **4.4.4.4 Internal tracking within facilities through to final disposition**

The routing of the received PCB based equipment, dielectric oil and waste shall be documented within the facility in accordance with a tracking procedure set out in the Work Plan. This will cover all stages of processing including interim storage, dismantling, decontamination, bulking of liquids, processing in the designated qualified destruction unit, and disposition of processing residuals and decontaminated materials.

#### **4.4.4.5 Final documentation and certification requirements (Conditions of Payment)**

The final documentation and certification requirements assembled under the heading of "Treatment, Destruction and Disposal Report" will consist of the following:

- Itemized inventory of PCB equipment and wastes received by unique packaging designation, and truck load.
- Tracking record by truck load to each treatment/ destruction/disposal facility
- Record of reception and verification analysis as applicable

- Documented tracking record within the facility prior to destruction by packaging unit/designation on site through storage and placement in the destruction facility including any PCB equipment decontamination activities
- Operational and environmental data applicable to destruction and treatment (decontamination) activities (where applicable)
- Inspection verification documentation of destruction by independent authorities as applicable
- Details on the final disposal of residues associated with processing of PCB based equipment and PCB wastes including the disposition of any recovered materials from decontamination activities
- A formal Certificate of Treatment, Destruction and Disposal applicable to all PCB equipment and wastes accepted and received at the treatment/destruction/disposal facilities, issued by the Contractor and signed by a corporately authorized party
- Details of any events, issues and/or regulatory compliance matters arising during or as a result of the work.

#### **4.4.5 Documentation Requirements for Payment**

##### **4.4.5.1 Payment for Originating Site and Transportation Services**

Payment for the Contractor's services defined under Parts A and B of the Scope of Work (Section 4.1, 4.2 and 4.3 above) will be made upon completion of the services and receipt of the following documents: (i) detailed inventory of PCB equipment and waste packaged in uniquely identified containers which have been shipped by a specific vehicle and source location, and matched with corresponding transfer of custody documentation in the form of the manifest/bill of lading documents signed by the Contractor's designated on-site authority; (ii) report on the routing and schedule of transport; (iii) as applicable export documentation issued by the competent authority in Turkey in accordance with Basel Convention procedures and associated customs declaration for export; iv) as applicable regulatory clearance and customs declaration documentation from the receiving country and any transit countries; v) tracking records applicable to the transport from original source to final destination; and (vi) documentation demonstrating delivery and acceptance in good order at the approved treatment/destruction facility(ies) designated in the contract, such documentation duly signed and certified by the authorized receiving party. Such documentation shall be approved by UNDP and accompanied by an invoice signed by the Contractor's authorized representative. UNDP will make payment upon the approval of the invoice and acceptance of the documentation

##### **4.4.5.2 Payment for treatment/destruction and disposal of PCB based equipment and PCB Waste**

Payment for waste disposal work will be made upon completion of the treatment, destruction and disposal of all PCB based equipment and PCB waste accepted by and received by the Contractor or designated Sub-contractor at the designated facilities under the contract and on the basis of an accepted Treatment, Disposal and Destruction Report, issued by the Contractor and, if a different corporate entity, additionally by the respective sub-contracted treatment/disposal facility, signed and legally certified by an authorized corporate signing authority representing Contractor

The Treatment, Disposal and Destruction Report shall contain the following:

- Itemized inventory of PCB equipment and wastes received by unique packaging designation, and truck load.



- Tracking record by truck load to each treatment/ destruction/disposal facility
- Record of reception and verification analysis as applicable
- Documented tracking record within the facility prior to destruction by packaging unit/designation on site through storage and placement in the destruction facility including any PCB equipment decontamination activities
- Operational and environmental data applicable to destruction and treatment (decontamination) activities (as applicable)
- Inspection verification documentation of destruction by independent authorities as applicable
- Details on the final disposal of residues associated with processing of PCB based equipment and PCB wastes including the disposition of any recovered materials from decontamination activities
- Details of any events, issues and/or regulatory compliance matters arising during or as a result of the work.
- A formal Certificate of Destruction and Disposal applicable to all PCB equipment and wastes received, issued by the Contractor and signed by a corporately authorized party.

## 4.5 Deliverables and Reporting

The following lists the primary deliverables and reports required for submission along with timelines to be met in unless otherwise agreed with UNDP and the Owners.

<b>Deliverable/Report Submission</b>	<b>Target Time/Frequency</b>
Submission of the detailed Work Plan (Section 4.3)	Within 30 days of contract signature
Project activity status reports	Weekly throughout the assignment
Confirmation and submission of supporting documentation for the acquisition of all required national and international regulatory and transportation approvals including where applicable export, transit and import authorizations by authorities having jurisdiction per Basel Convention requirements. (Section 4.4)	Within 60 days of contract signature for Lot 1 and release of Lot 2
Confirmation and submission of supporting documentation for completion of packaging and handling activities at the originating site(s) and transport to either national facilities or an export port staging location. (Sections 4.4.2 and 4.4.3)	Within 60 days of initiating the work on each Lot
Confirmation and submission of supporting documentation related to the receipt of shipments at designated treatment/destruction/disposal facilities (Section 4.4.4)	As shipments are received upon completion within 30 days of export for international transit
Completion of all treatment/destruction/disposal requirement including the submission of the Treatment, Disposal and Destruction Report (Section 4.4.4)	Within 90 days of receipt of the last shipment for each Lot.

## 4.6 Key Staffing and Required Qualifications

The following summarizes the Contractor's key staffing expertise and the required qualifications to be collectively be provided through the following positions and supported by CV's submitted as part of the Contractor's commercial proposal:

Overall Project Manager: This position will be the Contractor's lead staff member assigned directly to the project with corporate level authority and who will provide direct operational direction and assume overall responsibility for its supervision and relevant high level decision making for the assignment. The minimum qualifications required for this position are as follows:

*General Experience*

- Education/Equivalent Experience  
*University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training*
- Knowledge of English language  
*Good knowledge*

*Professional Experience*

- Direct operational experience in the management of hazardous waste including PCB based equipment and associated PCB wastes  
*At least 10 years*

*Specific Experience*

- Senior supervisory operational experience in the management of hazardous waste including PCB based equipment and associated PCB wastes  
*At least 5 years*
- Undertaking similar international POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention  
*At least one such project in the past three years*

National Project Operational Coordinator: This position will have overall operational responsibility for all activities undertaken in Turkey associated with for packaging, handling and transportation activities up to the point of export and/or delivery to a qualified national treatment/destruction/disposal facility, as applicable. It will have the authority of the Contractor's representative for purposes of day to day interface and coordination with authorized representatives of UNDP, the Owner(s), and national and local regulatory authorities having jurisdiction. Additionally, the position will be responsible for supervision of national sub-contractors, including transportation and off-site staging and/or interim storage operations in Turkey. The qualifications required for this position are as follows:

*General Experience*

- Education/Equivalent Experience  
*University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training*
- Knowledge of English and Turkish languages  
*Good knowledge of English*  
*Good knowledge of Turkish or an acceptable level of effective dedicated Turkish language communication support*

*Professional Experience*

- Direct operational experience in the management of hazardous waste including PCB based equipment and associated PCB wastes at an originating source and involving national transportation arrangements  
*At least 5 years*

#### *Specific Experience*

- Undertaking similar POPs disposal assignment that generally involved the above scope, including demonstrated successful management of export, transit and import procedures under the Basel Convention

*At least one such project in the past three years*

*Environmental and Occupational Health and Safety Expert:* This position will supervise all aspects related to environmental protection and enforcement of effective health and safety practices for all activities associated with packaging, handling, staging and transportation in Turkey up to the point of export and/or delivery to a qualified national treatment/destruction/disposal facility, as applicable. The position will also be responsible for ensuring and reporting on environmental performance and on compliance with health and safety requirements at designated treatment, destruction, and disposal facilities both inside and outside Turkey as applicable. The qualifications required for this position are as follows:

#### *General Experience*

- Education/Equivalent Experience  
*University degree in relevant technical disciplines (i.e. chemistry, environmental sciences, industrial occupational health and safety) or equivalent industrial experience and relevant training.*
- Knowledge of English and Turkish languages  
*Good knowledge of English*  
*Good knowledge of Turkish or an acceptable level of effective dedicated Turkish language communication support*

#### *Professional Experience*

- Experience in the supervision of environmental and health/safety requirements on comparable industrial waste management projects in Turkey  
*At least 5 years*

#### *Specific Experience*

- National accreditation  
*Legislated health and safety expert accreditation applicable to operations covered by this assignment as required under Turkish legislation*

*International Transport Coordinator:* This position will have responsibility for all activities associated with transportation of the subject PCB materials outside of the country to designated facilities undertaking their treatment, destruction and/or disposal, and for the implementation of those treatment, destruction and/or disposal facilities at all such designated facilities both inside and outside Turkey as applicable. The qualifications required for this position are as follows:

#### *General Experience*

- Education/Equivalent Experience  
*University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training*
- Knowledge of English language  
*Good knowledge*

*Professional Experience*

- Experience in the supervision and coordination of international transportation of chemicals or waste

*At least 7 years direct experience*

*Specific Experience*

- Experience in the supervision and coordination of international transportation of hazardous waste, preferably related to the management of hazardous waste including PCB based equipment and associated PCB wastes, including the administration of export, transit and import approvals under the Basel Convention, and the continuous tracking and reporting of such movements

*At least 5 years direct experience*

*Treatment/Destruction/Disposal Coordinator:* This position will have supervisory responsibility for all activities associated with the implementation of treatment, destruction and/or disposal activities at all such designated facilities both inside and outside Turkey as applicable. The qualifications required for this position are as follows:

*General Experience*

- Education/Equivalent Experience  
*University degree in a relevant technical discipline (i.e. chemical engineering, chemistry, environmental sciences) or equivalent industrial experience and relevant training*
- Knowledge of English language  
*Good knowledge*

*Professional Experience*

- Experience in the operation of licensed waste treatment, destruction and disposal facilities  
*At least 7 years direct operational experience*

*Specific Experience*

- Experience in the operation of licensed hazardous waste treatment, destruction and disposal facilities including those used for the management of PCB based equipment and associated PCB wastes.

*At least 5 years direct operational experience*

**ANNEX 1**  
**Site and Item Specific Inventory of PCB – Based Equipment**

**Lot 1: PCB based equipment currently available for removal**

Item No.	Owner's Label/Serial Number	In-Plant storage location	Manufacturer	Year of Manufacture	Capacity Rating (kVA)	Estimated Gross Weight (kg.)	Dielectric Oil Trade Name	Estimated Oil weight (kg)	Remarks on Location, Access, and Support
<b>Lot 1(a) – Transformers from ERDEMİR Plant (Karadeniz Ereğli-Zonguldak)</b>									
1	1	Interim Storage Area	AEG	1973	750	3550	KLOFEN	1040	<ul style="list-style-type: none"> <li>Transformers located in a dedicated storage building on-site.</li> <li>Escorted access for removal to be arranged with contact below.</li> <li>Unconstrained physical vehicle and equipment access to building and PCB equipment</li> <li>Draining on-site in the building anticipated.</li> <li>Owner to provide lifting and handing equipment.</li> </ul> <p><b>Contact Person:</b> <b>Name:</b> Okşan TARTANOĞLU <b>Position:</b> Environment Manager <b>Phone:</b> +90 372 329 50 38 <b>E-Mail:</b> otartanoglu@erdemir.com.tr</p>
2	2	Interim Storage Area	AEG	1973	3150	11750	KLOFEN	3850	
3	3	Interim Storage Area	WESTINGHOUSE	1964	2000	7405	INERTEEN	2122	
4	4	Interim Storage Area	WESTINGHOUSE	1964	30	400	INERTEEN	139	
5	5	Interim Storage Area	WESTINGHOUSE	1977	1000	3610	INERTEEN	1173	
6	6	Interim Storage Area	WESTINGHOUSE	1964	30	400	INERTEEN	139	
7	7	Interim Storage Area	WESTINGHOUSE	1964	15	279	INERTEEN	93	
8	8	Coke unit	BRUSH	1975	800	3920	PYRANOL	905	
9	9	Strang Casting 1-2	AEG	1973	750	3550	KLOFEN	1040	
10	10	Interim Storage Area	WESTINGHOUSE	1964	750	3900	INERTEEN	1315	
11	11	Interim Storage Area	WESTINGHOUSE	1964	750	3900	INERTEEN	1315	
12	12	oxygen 1-2	WESTINGHOUSE	1964	3750	11500	INERTEEN	4307	
13	13	Interim Storage Area	WESTINGHOUSE	1964	750	4327	INERTEEN	1378	
14	14	Interim Storage Area	WESTINGHOUSE	1964	750	4331	INERTEEN	1383	
15	15	Interim Storage Area	WESTINGHOUSE	1964	15	279	INERTEEN	93	
16	16	Interim Storage Area	WESTINGHOUSE	1964	750	3170	INERTEEN	1020	
17	17	Interim Storage Area	WESTINGHOUSE	1964	750	2993	INERTEEN	1315	
18	18	Interim Storage Area	WESTINGHOUSE	1964	1000	4762	INERTEEN	1587	
19	19	Interim Storage Area	STANDART	1964	1000	3742	ASKAREL	946	
20	20	Interim Storage Area	WESTINGHOUSE	1964	750	3170	INERTEEN	1184	
21	21	Interim Storage Area	WESTINGHOUSE	1964	15	279	INERTEEN	93	
22	22	Interim Storage Area	WESTINGHOUSE	1964	30	400	INERTEEN	139	
23	23	Interim Storage Area	WESTINGHOUSE	1964	45	620	INERTEEN	222	

24	24	Interim Storage Area	WESTINGHOUSE	1964	1000	4417	INERTEEN	1333
25	25	Interim Storage Area	WESTINGHOUSE	1964	2000	7405	INERTEEN	2122
26	26	Interim Storage Area	WESTINGHOUSE	1964	1000	4739	INERTEEN	1383
27	27	Interim Storage Area	GENERAL ELECTRIC	1977	1000	3356	PYRANOL	997
28	28	Interim Storage Area	NIAGARA	1977	833	4761	ASKAREL	637
29	29	Interim Storage Area	WESTINGHOUSE	1964	3000	13537	INERTEEN	5124
30	30	Interim Storage Area	WESTINGHOUSE	1964	1500	6082	INERTEEN	2482
31	31	Interim Storage Area	WESTINGHOUSE	1964	2000	4717	INERTEEN	1542
32	32	oxygen 1-2	WESTINGHOUSE	1964	1000	4422	INERTEEN	1338
33	33	oxygen 1-2	WESTINGHOUSE	1964	1000	4422	INERTEEN	1338
34	34	oxygen 1-2	WESTINGHOUSE	1964	3750	16824	INERTEEN	7074
<b>Lot 1(b) – Transformers from BRISA (Izmit, Kocaeli)</b>								
35	1	HW area	ALLIS CHALMERS	1976	1000	3801	ASKAREL	2268
36	2	HW area	ALLIS CHALMERS	1976	1000	3801	ASKAREL	2268
37	3	HW area	GENERAL ELECTRIC	1976	500	2186	PYRANOL	1497
<ul style="list-style-type: none"> <li>Transformers located in a dedicated storage area on-site.</li> <li>Escorted access for removal to be arranged with contact below.</li> <li>Reasonable physical vehicle and equipment access to storage area and PCB equipment</li> <li>Draining off-site requested by owner.</li> <li>Draining on-site in the building anticipated.</li> <li>Owner to provide lifting and handing equipment.</li> </ul> <p><b>Contact Person:</b>  <b>Name:</b> Hüseyin ÇAVUŞOĞLU  <b>Position:</b> Safety and Env. Manager  <b>Phone:</b> +90 262 316 58 21  <b>E-Mail:</b> h.cavusoglu@brisa.com.tr</p>								
<b>Lot 1(c) – Transformers from İSDEMİR</b>								
38	1	Storage Area	YTM	1973	355	3500	Sovtol	-
39	2	Storage Area	YTM	1973	355	3500	Sovtol	-
								<ul style="list-style-type: none"> <li>Transformers located in a dedicated storage building on-site.</li> <li>Escorted access for removal to</li> </ul>

[illegible]

	<p>anticipated.</p> <ul style="list-style-type: none"> <li>Owner to provide lifting and handing equipment.</li> </ul> <p><b>Contact Person:</b>  <b>Name:</b> Ayten UGÜTEN  <b>Position:</b> Chemical Engineer  <b>Phone:</b> +90 312 212 69 15  <b>E-Mail:</b> ayten.uguten@euas.gov.tr</p>
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**Lot 2: Transformers being removed from service by the end of 2018**

Item No.	Owner's Label/ Serial Number	In-Plant storage location	Manufacturer	Year of Manufacture	Capacity Rating (kVA)	Estimated Gross Weight (kg.)	Dielectric Oil Trade Name	Estimated Oil weight (kg)	Remarks on Location, Access, and Support
Lot 2(a) – Transformers from ERDEMİR Plant (Zonguldak)									
367	1	in-use (Çelik İmalat MÜD.(Eski Ç.))	WESTINGHOUSE	1964	891	4897	İNERTEEN	1723	<ul style="list-style-type: none"> <li>Transformers are in used and will be ready for disposal until September'18 and will be transferred in a dedicated storage building on-site.</li> <li>Escorted access for removal to be arranged with contact below.</li> <li>Unconstrained physical vehicle and equipment access to building and PCB equipment</li> <li>Draining on-site in the building anticipated.</li> <li>Owner to provide lifting and handling equipment.</li> </ul> <p><b>Contact Person:</b>  <b>Name:</b> Okşan TARTANOĞLU  <b>Position:</b> Environment Manager  <b>Phone:</b> +90 372 329 50 38  <b>E-Mail:</b> otartanoglu@erdemir.com.tr</p>
368	2	in-use (Sürekli Dokümler (1-2))	AEG	1973	750	3550	KLOFEN	1040	
369	3	in-use (1.Soğuk Haddehane(Tandem Yağlama))	AEG	1985	1500	5045	TECHNOL	1040	
370	4	in-use (Sinter Fabrikası)	WESTINGHOUSE	1964	1000	3868	İNERTEEN	1403	
371	5	in-use (Sinter Fabrikası)	WESTINGHOUSE	1964	1000	3868	İNERTEEN	1403	
372	6	in-use (1.Sıcak Haddehane(Şerit))	WESTINGHOUSE	1964	7500	24851	İNERTEEN	9117	
373	7	in-use (1.Sıcak Haddehane(Şerit))	WESTINGHOUSE	1964	3750	13789	İNERTEEN	5443	
374	8	in-use (Ham madde Manipasyonu(Dolamit))	WESTINGHOUSE	1980	750	2993	İNERTEEN	1095	
375	9	in-use (Nakliyat MÜDÜRLÜĞÜ(Katı Atık))	WESTINGHOUSE	1977	500	3015	İNERTEEN	1065	

**ANNEX 2**  
**Environmental Management Plan for ESM of PCB based Equipment and Wastes**

Project components	Activity	Potential Adverse Impacts	Mitigation Measures	Capacity Development and Training	Monitoring of Mitigation Measures and Procedures	Institutional Responsibility Mitigation / Monitoring
Activities at Owner's stockpile site and/or interim storage sites	All on-site physical activities including handling	Occupational exposure of workers to PCB  Accidents where workers are being crushed underneath the PCB equipment and packaged PCB waste  Accidental electrical shock	Control the health status of workers; Use adequate personal protection equipment; Use adequate procedures for reducing spills and accidents; Ensure all equipment is inspected by trained electricians before being handled.	Training of workers on PCB health risks and use of personnel protection equipment  Training of workers in handling of transformers and capacitors	Contractor's immediate reporting on any incidents  Owner/PMU monitoring reports	Contractor, PMU/Owner
	Draining and packing of transformers	Spill of PCB to the ground with subsequent releases to the environment	Use of spill trays and inert absorbent	Training workers on the safe draining of equipment	Contractor's reporting on any spill and the applied spill response Owner/PMU monitoring report	Contractor, PMU/Owner
	Storage of oil and transformers before shipment	Leakages of PCB from the containers  Accidental fire with formation of PCDD/PCDF	Store the equipment and oil in UN certified transport containers; Store drained transformers in metal trays within the container; Monitor storm water for any leakages Keep stored equipment away from combustible material; Emergency plan with procedures for notification of authorities; Dry agent extinguishers available in quantities sufficient to control a large fire until the arrival of the fire service.	Training of workers spill containment on dry agents extinguishers and their use	Contractor's immediate reporting on any incidents  Owner/PMU monitoring report	Contractor, PMU/Owner
	Dismantling and packaging capacitors	Leakages of PCB from damaged capacitors	Avoid breakage of ceramic bushings on the capacitors; Pack capacitors in containers with sufficient capacity and inert	Training of workers spill containment on dry agents extinguishers and their use	Contractor's immediate reporting on any incidents	Contractor, PMU/Owner

Project components	Activity	Potential Adverse Impacts	Mitigation Measures	Capacity Development and Training	Monitoring of Mitigation Measures and Procedures	Institutional Responsibility / Mitigation / Monitoring
Shipment and destruction of PCB transformers and PCB capacitors			<p>absorption material to absorb/contain any leakages; Use plastic bags to prevent further leakages when leaking or damaged capacitors are moved to the final containers; Remove any visible leakages on the ground beneath the capacitors together with the capacitors; Mark the area beneath leaking capacitors for any follow-up activities.</p>		Owner/PMU monitoring report	
	All transport activities	Releases of PCBs from leaking containers	<p>Transport of equipment and oil in UN certified transport containers; Inspection of containers prior to loading; Store drained transformers in metal trays within the container; Use inert absorption material Emergency plan including procedures for notification of authorities.</p>	<p>Training of drivers in safety and emergency plans. Mock accident drill.</p>	<p>Contractor's immediate reporting on any incidents PMU monitoring report Reports from regulatory authorities having jurisdiction</p>	Contractor, PMU, Regulatory authorities
	Road transport	Releases of PCB from crushed containers in case of traffic accidents – exposure of the general population in the area	<p>Prepare an appropriate PCB incident and spill response plan consistent with national law and good international industry practice to respond to potential road transport incidents Transport during day time outside rush hours; All trucks shall be checked for proper operation and for safety (brakes, tires, extinguishers) prior to driving.</p>	Training of drivers in safety and emergency plans.	<p>Contractor's immediate reporting on any incidents PMU monitoring report Reports from regulatory authorities having jurisdiction</p>	Contractor, PMU, Regulatory authorities

Project components	Activity	Potential Adverse Impacts	Mitigation Measures	Capacity Development and Training	Monitoring of Mitigation Measures and Procedures	Institutional Responsibility Mitigation / Monitoring
		Formation of PCDDs/PCDFs in case of fire by traffic accidents	Dry agent extinguishers available in quantities sufficient to control a large fire until the arrival of the fire service Follow the ADR/RID rules	Training of first responders on spill containment on dry agents extinguishers and their use	Contractor's immediate reporting on any incidents PMU monitoring report Reports from regulatory authorities having jurisdiction	Contractor, PMU, Regulatory authorities
	Sea transport of equipment	Significant releases of PCB from crushed containers – exposure of the crew; Formation of dioxins and furans in case of fire	Ship shall hold all necessary permits and comply with all requirements according to the IMDG code	Training of workers in safety and emergency plans Training of first responders on spill containment on dry agents extinguishers and their use	Contractor's immediate reporting on any incidents PMU monitoring report	Contractor / Shipment company
Treatment and disposal of PCB equipment and wastes	Dismantling and cleaning of transformers/ Destruction of PCBs/disposal of residuals	Occupational exposure of workers to PCB; Accidents where workers are injured by the transformers; Releases of PCB from the dismantling and cleaning of transformers and from waste; Formation of PCDDs/PCDFs in case of accidental fire in dismantling facility	The contractor should hold the necessary permits for the operations and follow the national occupational health regulation	All activities to be done by the Contractor's trained staff	Contractor's immediate reporting on any incidents and QA/OC compliance monitoring per required ISO certification Internal POPs waste tracking records	Contractor
		Releases of non-destructed PCBs in waste products from de-chlorination/ destruction processes	Requirements of PCB destruction efficiency (DE) of >99.99% and destruction removal efficiency (DRE) of 99.9999%	All activities to be done by the Contractor's trained staff	Test burns demonstrating facility capability Contractor's process operation and	Contractor

Project components	Activity	Potential Adverse Impacts	Mitigation Measures	Capacity Development and Training	Monitoring of Mitigation Measures and Procedures	Institutional Responsibility Mitigation / Monitoring
					monitoring records/reporting National regulatory inspection reports	
		Formation of PCCD/PCDF from destruction processes	Air emission should be <0.1 ng I-TEQ/Nm <sup>3</sup> at 11% O <sub>2</sub> Aqueous discharges should be <20 pg TEQ/l	All activities to be done by the Contractor's trained staff	Test burns demonstrating facility capability Regulatory and OA/QC air monitoring data for PCCD/PCDF emission	Contractor

### ANNEX 3

#### Industrial and Labor Safety Action Plan

As part of their proposals bidders shall indicate its overall plans and policies in relation to industrial and labor safety. Subsequently as part of the Work Plan defined above and in addition to requirements specified above, the successful Contractor shall submit for approval an action plan for industrial and labor safety during implementation of the works, to include the following information:

- General information, to include:
  - Project goals;
  - Project implementation period;
  - Number of engaged workers.
- Work description;
- Risk factors determined by the hazardous properties of the wastes to be handled during implementation of the works;
- Work arrangements, to include:
  - Participants;
  - Work implementation procedure;
  - Executives in charge.
- Supervision of compliance with industrial and labor safety;
- Medical examinations of the engaged workers;
- Registry of worst-case situations during implementation of the works;
- Availability of first aid equipment at working sites;
- Emergency response plan;
- General preventive measures:
  - Access restriction and warning signs at working sites;
  - Safety precautions for operations with power sources;
  - Illumination of working sites (if necessary);
  - Provision of water supply and sanitation (if necessary);
  - Prevention of communication line failures;
  - Provision of sanitary and hygienic equipment (if necessary);
  - Availability of fire-extinguishing devices at working sites and in transportation.

During implementation of the work, special attention shall be given to industrial and labor safety support measures, in view of the health hazards associated with the substances to be handled.

All the engaged workers may be subject to preliminary medical check-up with due consideration of the risk factors associated with particular works. Medical check-up may be repeated upon completion of the works. Prior to commencement of the works, all the engaged workers shall attend a labor and industrial safety briefing and informed of the risk types and rules of conduct in the event of emergency situations.

Each working site shall have a sufficient supply of appropriate personal protective gear. For performance of works with PCB equipment and wastes, a minimum set of personal protective gear set shall include an industrial-type protective helmet, special working clothes, eye shields, protective shoes and gloves providing protection against mechanical and chemical exposure. In situations of direct exposure to PCBs containing liquid and/or airborne particulate, appropriate respiratory protection shall also be provided and used.

During work related to PCB based **transformers** including draining of oil from transformers, excavating soil, loading equipment and packaging of PCB dielectric oil, all workers must wear suitable PPE, which

includes glasses, gloves, overshoes and overalls. Gloves, overshoes and overalls will be disposed of as PCB waste as well. The Contractor must use suitable UN-certified packaging. During lifting and loading operations, workers should additionally wear helmets.

During works related to **PCB capacitors**, workers must wear at least safety shoes, gloves and overalls.

When **excavating** PCB contaminated spots, staff must use the full PPE, which includes glasses, gloves, overshoes and overalls. In addition, workers must wear respiratory protection in case of expected dust development. This occurs if removal of floor material is done by jackhammer.

All works have to follow the central idea of the Stockholm Convention, which states clearly that further releases of PCBs to humans and the environment must be avoided to a maximum. The Contractor must provide clear instructions and emergency equipment for all works in case of unexpected incidents.

## Section 5: Proposal Submission Form<sup>14</sup>

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[insert: Location, Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] 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.

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 **(Insert Name of Applicable Standard Contract to which General Terms and Conditions Apply)** for services.

We agree to abide by this Proposal for *120 days following the deadline for submission of proposals*.

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

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

We remain,

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<sup>14</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



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]*

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## Section 6: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>15</sup>

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

RFP No.: *[insert number]*

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

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

<sup>15</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

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

## Joint Venture Partner Information Form (if Registered)<sup>16</sup>

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

RFP No.: *[insert number]*

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

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

<sup>16</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

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

## Section 7: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT  
INSERT TITLE OF THE SERVICES

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

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

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

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

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

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

## **SECTION 2 - METHODOLOGY, APPROACH, IMPLEMENTATION PLAN AND CAPABILITY/CAPACITY TO MEET TECHNICAL SPECIFICATION/TOR REQUIREMENTS**

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

**2.1. Approach to the Service/Work Required:** Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

**2.2. Technical Quality Assurance Review Mechanisms:** The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

**2.3 Implementation Timelines:** The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. 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.

**2.6. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.7. Anti-Corruption Strategy:** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.8. Partnerships:** Explain any partnerships with local, international or other organizations that are planned for 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.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

**2.10 Compliance with Technical and Environmental Performance Requirements of the TOR:** This will be provided documentation supporting the Proposers capability and capacity to meet or exceed the technical and environmental performance requirements defined in the Technical Specification/TOR with specific reference to the minimum requirements defined in the evaluation criteria listed in the Bid Data sheet and its associated Form 2 above

**2.11 Facility Capacity Dedication:** A clear statement of the capacity of the proposed treatment and destruction facilities to be used and the rate at expressed in tonne/day that the subject PCBs and PCB wastes will be processed at each such facilities, and indication of any technical or regulatory limitations related to waste chemical composition that may apply to proposed treatment and destruction facilities.

**2.12 Other:** Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 3: PERSONNEL

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

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

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

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b> I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;">           _____            Signature of the Nominated Team Leader/Member         </div> <div style="width: 35%;">           _____            Date Signed         </div> </div>		

## Section 8: Financial Proposal Form<sup>17</sup>

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### **Preparation of Financial Proposal:**

1. The Proposers shall fill out, sign and stamp the 'Price Schedules', which are going to be placed in the Inner Envelope III as indicated in the Instruction to Proposers and **Section 11 of the RFP**.
2. UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their Financial Proposals, excluding VAT. It is the Proposer'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.
3. The proposers shall learn from all relevant authorities in Turkey and countries of transit/destination, the legislation, laws and regulations that will affect timely and successful performance of this contract and relevant costs, including but not limited to insurance, customs, levies, etc. The proposers shall factor these expenses in their price proposals as the Contractor shall not be entitled to receive any amount other than it quoted in this tender for these expenses.
4. The format shown on the following pages is a requirement for the preparation of the Financial Proposal. Any deviation from this format may result in disqualification of the Proposer.

### **Pricing and Payment:**

5. The assignment, subject of this RFP has been divided into two as LOT1 and LOT2 for the total waste to be disposed of in 2017 and 2018 respectively. The Proposers shall quote unit price per tonne for each LOT in the Price Schedule.
6. The payments will be made on price/ton basis for each LOT and the total amount to be paid by UNDP to the Contractor will be calculated by multiplication of the unit price quoted for that LOT with the tonnage shipped for disposal.
7. The payment for **each LOT** (for 2017 and 2018 shipments) shall be effected to the Contractor as follows:

20% - Upon positive report of the "Inspection and Acceptance Committee" verifying the tonnage of waste shipped from Turkey as well as the compliance of the equipment, packaging, vehicles, etc. with the requirements stipulated in the TOR.

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<sup>17</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



80% Upon acceptance by UNDP of the final documentation to be received from the Authorities in the Country of Destination, related to destruction/ disposition certification as indicated in the Terms of Reference in Section 4.

8. The total amount indicated in Table 8.1 will be taken into consideration for the contract amount and will be used as the basis for financial evaluation.
9. The unit prices indicated in Table 8.2 will have no effect in the financial evaluation but required to be provided as reference information for the total contract amount proposed.
10. The Contractor(s) based in Turkey shall be paid in TL through conversion of the US\$ amount by the official UN exchange rate valid on the date of money transfer. The Contractors based in another country shall be paid in USD.

### 8.1. Lump Total Cost and Unit Cost/Tonne by LOT

Location	LOT 1 Estimated Tonnage* for 2017	LOT 2 Estimated Tonnage* for 2018	Unit Price/Tonne**  USD	Estimated Total Price (LOT1+LOT2) (all inclusive) USD
Zonguldak	15157	66		
Hatay	18,4	0		
Kocaeli	9,8	10		
İstanbul	16,7	0		
<b>Grand Total</b>	<b>201,9</b>	<b>76</b>	<b>N/A</b>	

\* The estimated tonnage of the waste is provided by UNDP based on the inventory of the MoEU as of the date of launch of this RFP, to facilitate provision of price proposals. The actual weight of the concerned wastes will be identified and verified during the weighing process and the actual weight to be determined for each LOT such as the sole basis for calculation of actual amount to be paid to the Contractor for each LOT. The contractor shall provide the services with the above stated unit prices, even if the quantities stated change due to any reason.

\*\* The unit prices quoted shall cover all kinds of associated costs in relation to performance of contract from place of pick up to place of final destination **including but not limited to** labor cost, transportation from delivery point to contractor's facility, pretreatment process, insurance, temporary storage, disposal, customs expenses, etc.

## 8.2. Cost Breakdown per Activities\*

The proposers shall provide the breakdown of their unit prices (they quote in Table 8.1) in below table and provide relevant information as requested by UNDP.

	Deliverable	Zonguldak	Hatay	Kocaeli	İstanbul	Unit Price/Tonne (US\$) (all inclusive) For LOT 1 (2017)
1	Mobilization and regulatory approvals (including securing all export/import and transit clearances)					
2	Drainage, packaging, on-site handling, in-country transport, and transfer for export/unloading, by originating location					
3	Transport and tracking from export point (as applicable) to final treatment/destruction facility(ies)					
4	Environmentally sound treatment/destruction and disposal of residuals inclusive of final reporting					
	<b>Lot 1-All Inclusive Unit Price**</b>					

	Deliverable	Zonguldak	Hatay	Kocaeli	İstanbul	Unit Price/Tonne (US\$) (all inclusive) For LOT 2 (2018)

1	Mobilization and regulatory approvals (including securing all export/import and transit clearances)					
2	Drainage, packaging, on-site handling, in-country transport, and transfer for export/unloading, by originating location					
2(a)	ERDEMIR Group (Zonguldak),					
3	Transport and tracking from export point (as applicable) to final treatment/destruction facility(ies)					
4	Environmentally sound treatment/destruction and disposal of residuals inclusive of final reporting					
	<b>Lot 2 - All Inclusive Unit Price**</b>					

\* The unit prices indicated in Table 8.2 will have no effect in the financial evaluation but required to be provided as reference information for the total contract amount proposed.

\*\*The total unit prices to be stated here MUST be the SAME as the unit price/tonne stated in the above table (8.1)

We hereby confirm that we read, understood and accepted the instructions and conditions provided in "Section 8 - Financial Proposal Form" without any reservation and prepared and submitted our proposal prepared in accordance with these instructions and conditions.

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: FORM FOR PROPOSAL SECURITY

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

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To: UNDP

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

WHEREAS *[name and address of Contractor]* (hereinafter called "the Proposer") has submitted a Proposal to UNDP dated ....., to execute Services ..... (hereinafter called "the Proposal"):

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

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

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

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

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

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

Date .....

Name of Bank .....

Address .....

## Section 10: FORM FOR PERFORMANCE SECURITY<sup>18</sup>

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

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

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .... dated ....., to execute Services ..... (hereinafter called "the Contract"):

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

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

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

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

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

Date .....

Name of Bank .....

Address .....

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<sup>18</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

## Section 11: INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

### ***a. PREPARATION OF PROPOSALS***

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

The Proposers 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**'. This envelope shall contain **1 (one) original hard copy** of the required content for that envelope in terms of information/documentation, etc.

The Proposers 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 Proposers 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 envelope shall contain **1 (one) original hard copy and 1 (one) soft copy in pdf format (in USB)** of the required content for that envelope in terms of information/documentation, etc.

The Proposer 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 Proposer'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 Proposers shall fill out, sign and stamp the 'Price Schedules', templates of which are given in Section 8 of this RFP which are going to be placed in the Inner Envelope III.

#### **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 Proposers 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)**

Turan Güneş Bulvarı 664. Sokak

No: 2 Yıldız - Çankaya / Ankara

RFP: Services for the packing, removal, transport and environmental sound destruction of PCB based equipment and wastes from 4 different industrial locations in İzmit, Zonguldak, İstanbul and Hatay Provinces in Turkey

REF: UNDP-TUR-RFP-PROJ(EEI)-2016/11

LEGAL NAME and ADDRESS OF THE PROPOSER:

##### **b) The inner envelopes:**

All three inner envelopes shall bear the below information:

**Name and Address of the Proposer:**

**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 12: Contract for 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:

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

....	.....	.....	.....
....	.....	.....	.....

- 2.3 Any changes in the above key personnel shall require prior written approval of

\_\_\_\_\_ [NAME and TITLE], UNDP.

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report

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

.....

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

Final report

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

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

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

#### OPTION 1 (FIXED PRICE)

#### 3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The amount contained in 3.1 above is the maximum total price under this Contract. The Breakdown of Prices in Annex \_\_\_\_\_ [INSERT ANNEX NUMBER] contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Prices for each LOT without the prior written agreement of \_\_\_\_\_ [NAME and TITLE], UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every Year (2017 and 2018)

OR

#### 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.

5. Submission of invoices

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

.....

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

6. Time and manner of payment

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

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

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

**For the UNDP:**

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

**For the Contractor:**

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

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

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

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

**Agreed and Accepted:**

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



## **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0      LEGAL STATUS:**

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

### **2.0      SOURCE OF INSTRUCTIONS:**

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

### **3.0      CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

### **4.0      ASSIGNMENT:**

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

### **5.0      SUB-CONTRACTING:**

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

### **6.0      OFFICIALS NOT TO BENEFIT:**

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

### **7.0      INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including

their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the

Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

#### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

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

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

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

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in



writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

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

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

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

## **16.0 SETTLEMENT OF DISPUTES**

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

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

a mutually acceptable procedure.

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

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

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

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

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

#### **22.0 SEXUAL EXPLOITATION:**

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

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

## **23.0 SECURITY:**

### **23.1 The Contractor shall:**

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

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

## **24.0 AUDITS AND INVESTIGATIONS:**

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

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

## **25.0 ANTI-TERRORISM:**

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

## **26.0 AUTHORITY TO MODIFY:**

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

## Section 13: Checklist of Documents

### List of Documents

- ☐ Company Profile, which should not exceed fifteen (15) pages, including: name of organization and contact information; printed brochures and product catalogues relevant to the goods/services being procured;
- ☐ 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;
- ☐ Bank statement reflecting company's financial turnover for the last five years (750 000 USD min. requirements);
- ☐ Charter of the organization from the entrepreneurial registry;
- ☐ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation;
- ☐ Official Letter of Appointment as local representative, if Proposer is submitting a Proposal in behalf of an entity located outside the country;
- ☐ Quality Certificate:
  - ISO 9001 (Quality Management System) or national equivalent
  - ISO 14001 (Environmental Management System) or national equivalent
- ☐ Quality assurance mechanism within the organization;
- ☐ 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;
- ☐ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report;
- ☐ Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 years;
- ☐ Three implemented similar projects;
- ☐ Expertise of firm /At least five years of work experience in relevant field of POPs treatment, international export and destruction;
- ☐ Expertise of firm /Work experience in relevant field of ODSs treatment, international export and destruction;
- ☐ Expertise of firm /Work Experience in relevant field in the region;
- ☐ Expertise of firm/Work experience for UNDP/ major multilateral/ or bilateral programmes/projects;
- ☐ Proposal submission form filled in the format given under Section 5;
- ☐ Documents establishing the eligibility and qualifications of the proposer filled in the format given under Section 5;

- ☐ Technical proposal form filled in the format given under Section 7;
- ☐ Financial proposal form filled in the format given under Section 8;
- ☐ List of Bank References (Name of Bank, Location, Contact Person and Contact Details);
- ☐ Proposal security/ USD **(12.000)** in the form of Bank guarantee;
- ☐ Performance security/USD ( **10% (ten per cent) of the contract amount**) in the form of Bank guarantee;
- ☐ 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;
- ☐ CVs of Task Manager and Key Experts and short description of their capacities in compliance with requirements of the TOR for this RFP.