REQUEST FOR PROPOSAL (RFP)
For the provision of consultancy service for Solid Waste Recycling Potential Through Refuse Derived Fuel (RDF)
(Process 35-54242)

Phnom Penh, Cambodia
October 24, 2017

Dear Sir / Madam:

We kindly request you to submit your Proposal for provision of **consultancy service for Solid Waste Recycling Potential Through Refuse Derived Fuel (RDF)**.

Please be guided by the forms attached hereto as Annex B and C, in preparing your Proposal.

Your offer, **comprising of a Technical and Financial Proposal, in separate sealed envelopes**, must be submitted to the following address **no later than 13 November 2017 by 12:00 p.m., local time**. **Late submission shall be rejected. Submission by email will not be accepted.**

UNDP Cambodia, Registry Office (Building No. 3)
No. 18, Pasteur Street, Boeung Keng Kang I
PO Box 877, Phnom Penh, Cambodia
Attn: Procurement Analyst, Procurement Unit

Your Proposal must be expressed in the ***English***, and valid for a minimum period of ***90 days***

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex D.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Sereyvattana Chan
Procurement Analyst

Annex A

Description of Requirements

Context of the Requirement	Solid Waste Recycling Potential Through Refuse Derived Fuel (RDF)
Brief Description of the Required Services[1]	As per Terms of Reference
List and Description of Expected Outputs to be Delivered	• **Output 1:** Detail work plan submitted to UNDP for endorsement • **Output 2**: Report RDF production potential from generated solid waste in Siem Reap and Phnom Penh • **Output 3:** Report market survey and technology options of RDF in Siem Reap and Phnom Penh • **Output 4:** Report on SWOT analysis of RDF production in Siem Reap and Phnom Penh and recommendation for investment
Person to Supervise the Work/Performance of the Service Provider	Senior Policy Advisor, UNDP Cambodia
Frequency of Reporting	The Service Provider will also perform duties from their home country through email, telephone/skype correspondence.
Progress Reporting Requirements	n/a
Location of work	Home Based, and Phnom Penh, Cambodia
Expected duration of work	25 November 2017 – 15 February 2018
Target start date	25 November 2017
Latest completion date	15 February 2018
Travels Expected	Phnom Penh, Cambodia
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	☒ Required
Names and curriculum vitae of individuals who will be involved in completing the services	☒ Required
Currency of Proposal	☒ United States Dollars

[1] *A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.*

Value Added Tax on Price Proposal[2]	☒ must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals *(Counting for the last day of submission of quotes)*	☒ 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	☒ Not permitted
Payment Terms[3]	As per terms of reference
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Senior Policy Advisor, UNDP Cambodia
Type of Contract to be Signed	☒ Contract for Professional Services
Preliminary Examination	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. The below requirements will be reviewed under Preliminary Examination before proceeding with the evaluation. UNDP may reject any Proposal at this stage. 1. Legally organization with Certificate of Business Registration, Patent, VAT Certificates, including Articles of Incorporation, or equivalent documents if Bidder is not a corporation. 2. Form for Submitting Service Provider's Technical Proposal is duly completed and signed as per **Annex-B** (*completion in the template in Annex-B is mandatory for bidder as the form would allow bidders to confirm its conformity with the requirements defined in the Request for Proposal and all its attachments, as well as the provision of UNDP General Contract Terms and Conditions required under this process). Bidders may choose to*

[2] *VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.*

[3] *UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.*

	use its own template and acceptable if it is duly signed by authorized person and confirm the same as Annex-B. 3. Technical and Financial Proposals are submitted in separate sealed envelopes. 4. Proposer is not 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.
Criteria for Contract Award	☒ Having received the Highest Combined Score (based on the 70% technical weight and 30% price weight distribution) The total score for each proposal will be calculated independently by the following formula: Rating the Technical Proposal (TP): **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 Total Combined Score: (TP Rating) x Weight of TP (70%) + (FP Rating) x Weight of FP (30%) **Total Combined and Final Rating of the Proposal** ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC will be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	**Stage 1: Technical Proposal Evaluation (70%)** The Technical Proposal of the offerors will be evaluated based on the following criteria: The total number of points allocated for the technical proposal is 1000. The technical proposal of the offeror is evaluated based on following criteria:

No.	Summary of Technical Proposal Evaluation Forms	Points Obtainable
1	Expertise of organization	250
2	Proposed Approach and methodology	250
3	Proposed Personnel	500
	Total	1000

No.	**Technical Proposal Evaluation** **Form 1: Expertise of organization**	**Points Obtainable**
1	Reputation of Organization and Staff / Size of the Organization/Credibility / Reliability / Financial stability	50
2	At least 5 years' experience related to solid waste management research or operation activities, in particular on RDF waste recycling and technologies. Experience with research-based, quantitative analyses and reports is an advantage.	100
3	Experience working in the last 5 years in developing country context is preferred. Experience within the last 5 years' in the region, in particular Cambodia is a further advantage.	50
4	Experience working in the last 5 years with multilateral organizations and UN system is preferred.	50
	Total:	250

No.	**Proposed Approach**	**Points Obtainable**
1	To what degree does the Offeror understand the task? Have the important aspects of the task been addressed in sufficient detail?	100
2	Is the scope of task well defined and does it correspond to the TOR?	100
3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
	Total	250

No.	**Proposed personnel**	**Points Obtainable**
1	**<u>Team Leader (1 person)</u>:** • Bachelor's degree or equivalent in environmental science or engineering, engineering, mathematic, business administration, marketing or other related field. Personnel with Master's or equivalent degrees will be at an advantage. **(50 points)** • At least 10 years' of experience with solid waste management. Experience around waste recycling business will be an advantage. **(100 points)** • Experience working in developing country contexts preferred. Experience working in the region in a further advantage. **(50 points)**	250

	• Experience working with multilateral organizations and the UN system preferred. **(50 points)**	
2	**<u>Solid Waste Management Expert (1 person):</u>** • Bachelor' degree or equivalent in environmental science or engineering, mechanical engineering, mathematic or other related fields. Personnel with Master's or equivalent degrees will be at an advantage. **(25 points)** • At least 7 years' of experience with solid waste management researches. Experience around waste to energy and RDF recycling will be an advantage. **(75 points)** • Excellent, research based statistic/business market. **(25 points)** • Excellent, application of GIS software. **(25 points)** • Excellent, application of RDF and technologies. **(25 points)** • Strong writing and drafting skills. **(25 points)** • Experience working in developing country contexts preferred. Experience working in the region in a further advantage. **(25 points)** • Experience working with multilateral organizations and the UN system preferred. **(25 points)**	250
	Total	**500**

The minimum score required to pass the evaluation of technical proposal is 70% of the total obtainable score of 1,000 points.

<u>Stage 2: Financial Proposal (30%)</u>

☒ Only the Financial Proposal of the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals will only be considered and opened for evaluation using the above formula.

Post Qualification Review	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 Terms of Reference, 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 other previous clients on the quality of performance on ongoing or previous contracts completed; d) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; and e) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
UNDP will award the contract to:	☒ One Service Provider
Annexes to this RFP[4]	• Form for Submission of Technical Proposal (Annex B) • Form for Submission of Financial Proposal (Annex C) • General Terms and Conditions / Special Conditions (Annex D) • Terms of Reference (Annex E)
Contact Person for Inquiries (Written inquiries only)[5]	UNDP Cambodia Registry Office (located in Building No. 3, Ground Floor) No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia Tel: 023 216 167, Fax: 023 216 257 Attn: Procurement Unit, E-mail: procurement.kh@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

[4] *Where the information is available in the web, a URL for the information may simply be provided.*
[5] *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 received.*

Annex B

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL[6]

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery[7])

[insert: Location].
[insert: Date]

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

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **Request for Proposal (RFP) dated 24 October 2017**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

[6] *This serves as a guide to the Service Provider in preparing the Proposal.*
[7] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

A. **Qualifications of the Service Provider**

This section should describe the organizational unit that will be responsible for the contract, and the general management approach towards this project. This should fully explain the Bidder's resources in terms of personnel and other resources necessary for achieving project results. The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

a) Profile – provide description of the organization/firm including the year, staffs structure, and state/country of incorporation and a brief description of the Bidder's present activities (focusing on the services related to the Proposal). The Bidder should describe its experience in similar projects;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.;
c) Track Record – list of clients for similar services indicating description of contract scope, contract duration, contract value, and contact references within the last 5 years;
d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. (if any)
e) Written Self-Declaration that the Service Provider is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. **Proposed Methodology for the Completion of Services**

This section should demonstrate the Bidder's responsiveness to the requirements/specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements. The Service Provider must describe how it will address/deliver the demands of the Request for Proposal document.

C. **Qualifications of Key Personnel**

- The service provider shall submit the proposed team structure to successfully deliver the assignment. The specific roles and responsibilities of each team member as required in the Request for Proposal document shall be clearly presented. The service provider shall also provide the updated CV of each team member as the supporting evidence of their qualification.

Annex C

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL[8]

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery[9])

[insert: Location].
[insert: Date]

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

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

A. **Cost Breakdown of Outputs/Tasks [This is only an Example]:**

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

		Position	**Time Input in Day/Month/Quantity**	**Person Remuneration/ Unit Rate**	**Total**
Outcome XX					
	Output XX				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				
	Output XX				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				

[8] *This serves as a guide to the Service Provider in preparing the Proposal.*
[9] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

B. **Cost Breakdown by Cost Component [This is only an Example]:**

Description of Activity	Total Period of Engagement	Total Person Remuneration/Unit Rate	Total
I. Personnel Services			
1. Services from Home Office			
a. Expertise 1			
b. Expertise 2			
2. Services from Field Offices			
a. Expertise 1			
b. Expertise 2			
II. Other Related Costs			
1. Travel Costs			
2. Daily Allowance			
3. Communications			
4. Reproduction			
5. Equipment Lease			
6. Others			

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE SEALED ENVELOPES.

Annex D

General Terms and Conditions 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Annex-E

TERMS OF REFERENCE
Professional Service

Project Information

Assignment Title:	Solid Waste Recycling Potential Through Refuse Derived Fuel (RDF)
UNDP Practice Area:	Environment
Cluster/Project:	Policy Unit
Assignment Location:	Cambodia
Assignment Duration:	25 November 2017 – 15 February 2018

Background and Project Description

Cambodia is one of the fast-growing economies in the region with an average growth of 7% annually and Cambodia has also transited from a Low Income to a Lower-Middle income economy. Over the past two decades Cambodia has experienced a period of rapid demographic growth, with national population growing by 50% and reaching 16 million today; in the same period the population of Phnom Penh doubled, and it now exceeds 2 million. The growth of the economy, coupled with the growth of the population and the rise in urbanization is increasingly stressing the environment, in particular in the urban town centers. Solid waste management (SWM) is one of the key challenges that Cambodia is facing today.

Although the total amount of solid waste generated is unknown, the amount of wastes collected from urban centres to landfill was estimated to be 1.26 million tons in 2016. This amount would be double or triple if waste in the whole area of urban town administrative are collected for disposal. Currently, the generated wastes from various sources are mixed, and un-environmentally collected and transported for disposal at landfill. The landfill is operated with neither sanitary nor environmentally acceptable as there is no leachate treatment and landfill gas capturing facilities, no proper liner to protect the groundwater, no daily soil cover, and wastes are burned almost 24/7 in most of the provincial town landfill.

The waste collection service in every urban town is entrusted to private provider that runs its operation depending on the money collected from customers who benefited from the service. As a result, the provider could only provide the service in the populated urban town centre whereas the peri-urban areas receive no service.

Realising the challenges of the sector in technical, institutional and financial constraints, in 2015 a sub-decree #113 was approved to decentralized solid waste management to sub-national administrations with a subsequent allocated environmental budget of five million USD a year to 26 provincial towns for their implementation of the solid waste management. However, the decree has not been fully implemented and the budget has not fully expenses for the project implementation. With this regard, UNDP is supporting the Royal Government of Cambodia (RGC) to analyse value chain of municipal solid waste and to design a national programme on solid waste management.

Objective of the Assignment

The purpose of the assignment is to look for recycling potential through RDF with the focus on RDF production potential and its market. In addition, the study will also look into technology options of

combustion engine which can be used with RDF, and the existing factory boiler on whether there is any modification is required for the utilization of the generated RDF.

Scope of Work

The scope of work of the service provider is to undertake a number of activities related to the estimation of RDF production potential, market survey and technology options consideration.

Activity 1: RDF production potential from generated solid waste

- Review on waste composition and generation with the focus on Siem Reap and Phnom Penh
- Review on energy content of waste in Cambodia if any and sampling for energy content of waste (either Siem Reap or Phnom Penh) as well as RDF quality testing
- Estimate RDF production potential in both Siem Reap and Phnom Penh
- Report on the RDF potential in Siem Reap and Phnom Penh

Activity 2: Market survey on RDF product and technology options proposition

- Review on RDF quality and compare with the results found from the sampling
- Review and conduct field survey on potential consumer of RDF product, their existing combustion engine and/or boiler and their consumption potential
- Review on technology options related with RDF product and recommend technology which would be practical and financially feasible and viable for adoption.
- Cost analysis of changing existing fuel source to RDF
- Report on market survey and technology options of RDF in Siem Reap and Phnom Penh

Activity 3: SWOT analysis of RDF production in Siem Reap and Phnom Penh

- Conduct SWOT analysis of RDF production in Siem Reap and Phnom Penh
- Report on the SWOT analysis and recommendation for RDF investment

Expected Outputs and Deliverables

N	Deliverables/Outputs	Target Due Dates	Payment
1	**Output 1:** Detail work plan submitted to UNDP for endorsement	End of November 2017	10%
2	**Output 2**: Report RDF production potential from generated solid waste in Siem Reap and Phnom Penh	End of December 2017	30%
3	**Output 3:** Report market survey and technology options of RDF in Siem Reap and Phnom Penh	End of January 2018	30%
4	**Output 4:** Report on SWOT analysis of RDF production in Siem Reap and Phnom Penh and recommendation for investment	Mid-February 2018	30%

Institutional Arrangement

The service provider will be performed under the supervision of the Senior Policy Advisor, UNDP Cambodia. The service provider will be working closely with the Policy Analyst in charge of solid waste management. S/he will also liaise with research team (national and international consultants) on solid waste management recruited by UNDP and the solid waste management core group.

Duration of the Work

The assignment is expected to be performed within 65 days from end of November 2017 to mid of February 2018. During the assignment, the service provider will be expected to undertake two missions to Cambodia. The first mission is anticipated to last approximately 4 work days, and the second mission 4 work days (excluding travel time). The dates for the missions will be agreed upon between the service provider and UNDP in Cambodia.

Duty Station

The duty station of this assignment is a combination of home-based, Siem Reap and Phnom Penh. The service provider is expected to travel to Cambodia for up to two missions (up to 8 days). The service provider will also perform duties from their home country through email, telephone/Skype correspondence.

Minimum Qualifications of the Successful Contractor at Various Levels

UNDP is seeking to procure a Service Provider who can propose personnel with required skill sets and experiences for this consultancy. Both the qualifications of the Service provider and its personnel will be assessed.

Qualifications of the Service Provider:

- At least 5 years' experience related to solid waste management research or operation activities, in particular on RDF waste recycling and technologies. Experience with research-based, quantitative analyses and reports is an advantage.
- Experience working in the last 5 years in developing country context is preferred. Experience within the last 5 years' in the region, in particular Cambodia is a further advantage.
- Experience working in the last 5 years with multilateral organizations and UN system is preferred.

Qualifications of Key Personnel:

The service Provider will include in the proposal the team composition with recent CVs. At the minimum the team should include (i) a team leader, and (ii) technical experts on solid waste management/recycling, and (iii) support staffs, with the qualification as describe below. The requested team should have diversified skills. There will be no replacement of experts without the explicit consent of UNDP.

Team Leader:

Education:

- Bachelor's degree or equivalent in environmental science or engineering, engineering, mathematic, business administration, marketing or other related field. Personnel with Master's or equivalent degrees will be at an advantage.

Experience:

- At least 10 years' of experience with solid waste management. Experience around waste recycling business will be an advantage.
- Experience working in developing country contexts preferred. Experience working in the region in a further advantage.
- Experience working with multilateral organizations and the UN system preferred.

Language:

- Fluency in English required. Knowledge of Khmer language is an asset.

Solid Waste Management Expert

Education:

- Bachelor' degree or equivalent in environmental science or engineering, mechanical engineering, mathematic or other related fields. Personnel with Master's or equivalent degrees will be at an advantage.

Experience:

- At least 7 years' of experience with solid waste management researches. Experience around waste to energy and RDF recycling will be an advantage.
- Excellent, research based statistic/business market.
- Excellent, application of GIS software.
- Excellent, application of RDF and technologies.
- Strong writing and drafting skills.
- Experience working in developing country contexts preferred. Experience working in the region in a further advantage.
- Experience working with multilateral organizations and the UN system preferred.

Language:

- Fluency in English required. Knowledge of Khmer language is an asset.

Support Staffs

Local personnel who assist in data collection, processing, drafting etc.

Scope of Bid Price and Schedule of Payments

The contractor will be paid on a lump sum basis under the following installments. Every payment is subject to receipt of certification for payment, and performance evaluation for the last payment duly completed by the Senior Policy Advisor, Policy Unit, UNDP Cambodia.

Recommended Presentation of Technical Proposal

A. Profile of the service provider
Interested service providers shall state why they are the best-suited to carry out the above task. This should include a detailed organization profile, outline the service provider's strengths and expertise highlighting directly relevant experiences to the assignment.

B. Methodology to conduct the assignment
The service provider shall propose a tailored methodology to successfully carry out the assignment.

C. Team structure
The service provider shall submit the proposed team structure to successfully deliver the assignment. The specific roles and responsibilities of each team member shall be clearly presented. And the service provider shall also provide the updated CV of each team member as the supporting evidence of their qualification.

D. Timeline/work plan
In addition, the service provider shall submit the proposed timeline/work plan to implement the assignment.