

# **REQUEST FOR PROPOSAL**

Provision of "Non-Technical Survey" Services for Turkey's Minefield

RFP No. UNDP-TUR-RFP(DEMIII)-2020/08

Project: National Non-Technical Survey Project

Country: Turkey

Issued on: 22 June 2020

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

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

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- o Form A: Technical Proposal Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Proposal
- o Form F: Financial Proposal Submission Form
- o Form G: Financial Proposal Form
- o Form I: Security Clearance Application Form for Site Visit Attendees

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet. Please be informed that this procurement process is being conducted through the online tendering system of UNDP. Please acknowledge receipt of this RFP by utilizing the "Accept Invitation" function in eTendering system. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this RFP.

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

<u>Disclaimer</u>: Please be advised that at the moment, the financial resources required to undertake the National Non-Technical Survey Project are still under discussion, and final approval has not yet been given. Although the approval is expected to be received soon, in the absence of this approval, preparatory activities including this RFP will have to be cancelled. In such case, UNDP will either abandon the procurement or cancel the award procedure without the proposers being entitled to claim any compensation. In this regard, 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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

Sincerely;

**UNDP TURKEY Country Office** 

# Section 2. Instruction to Bidders

A. GENERAL PROVISION	S	
1. Introduction	1.1	Proposers shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>
	1.2	Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
	1.3	As part of the Proposal, it is desired that the Proposer registers at the United Nations Global Marketplace (UNGM) website ( <a href="www.ungm.org">www.ungm.org</a> ). The Proposer may still submit a Proposal even if not registered with the UNGM. However, if the Proposer is selected for contract award, the Proposer must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all Proposers/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office</a> of audit andinvestigation.html#anti
	2.2	Proposers/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3	In pursuance of this policy, UNDP  (a) Shall reject a proposal if it determines that the selected Proposer has engaged in any corrupt or fraudulent practices in competing for the contract in question;  (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
	2.4	All Proposers must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>
3. Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to

UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations. 3.2 It is the Proposer's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. 4. Conflict of Interests 4.1 Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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: a) 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; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Proposers must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists. 4.3 Similarly, the Proposers must disclose in their proposal their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the Proposal entity or key personnel are family members 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 b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure. 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Proposers may result in the eventual rejection of the Proposal. B. PREPARATION OF PROPOSALS 5. General In preparing the Proposal, the Proposer is expected to examine the RFP in

detail. Material deficiencies in providing the information requested in the

RFP may result in rejection of the Proposal.

Considerations

	5.2	The Proposer will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Proposer must notify the UNDP
6. Cost of Preparation of Proposal	6.1	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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7. Language	7.1	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 BDS.
8. Documents Comprising the Proposal	8.1	<ul> <li>The Proposal shall comprise of the following documents:</li> <li>c) Documents Establishing the Eligibility and Qualifications of the Proposer;</li> <li>d) Technical Proposal;</li> <li>e) Financial Proposal;</li> <li>f) Proposal Security, if required by BDS;</li> <li>g) Any attachments and/or appendices to the Proposal.</li> </ul>
9. Documents Establishing the Eligibility and Qualifications of the Proposer	9.1	The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction.
10. Technical Proposal Format and Content	10.3	The Proposer is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.  The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.  Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP  When applicable and required as per Section 5, the Proposer shall describe
		the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Proposal as specified in the BDS.
11. Financial Proposals		The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.
		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.
	11.3	Prices and other financial information must not be disclosed in any other

		place except in the financial proposal.
12. Proposal Security	12.1	A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.
	12.2	The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.
	12.3	If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.
	12.4	In the event an electronic submission is allowed in the BDS, Proposers shall include a copy of the Proposal Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5	The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:
	12.6	a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Proposer fails: i. to sign the Contract after UNDP has issued an award; or to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Proposer.
13. Currencies	13.1	All prices shall be quoted in the currency or currencies indicated in the BDS. 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 UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	14.1	If the Proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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.
	14.2	After the Deadline for Submission of Proposal, the lead entity identified to

- represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.
- 14.4 The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
  - a) Those that were undertaken together by the JV, Consortium or Association; and
  - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.
- 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

## 15. Only One Proposal

- 15.1 The Proposer (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.
- 15.2 Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:
  - h) they have at least one controlling partner, director or shareholder in common; or
  - i) any one of them receive or have received any direct or indirect subsidy from the other/s; or
  - j) they have the same legal representative for purposes of this RFP; or
  - 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;
  - 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

	m) some key personnel proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	16.2 During the Proposal validity period, the Proposer shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Proposal Validity Period	17.1 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.
	17.2 If the Proposer agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
	17.3 The Proposer has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.
18. Clarification of Proposal	18.1 Proposers may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavor to provide 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.
19. Amendment of Proposals	19.1 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 an amendment to the RFP. Amendments will be made available to all prospective Proposers.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Proposers reasonable time to incorporate the amendment into their Proposals.
20. Alternative Proposals	20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Proposer whose conforming proposal ranked the highest as per the specified evaluation method. 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.  20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
21. Pre-Proposal Conference	21.1 When appropriate, a Proposer's conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Proposer's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AND OPI	ENING OF PROPOSALS
22. Submission	22.1 The Proposer shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.
	22.2 The Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the Proposal entity, or a Power of Attorney, accompanying the Proposal.
	22.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
	n) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
	o) The Technical Proposal and the Financial 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 SHALL clearly indicate the name of the Proposer. The outer envelopes shall:
	i. Bear the name and address of the Proposer;
	ii. Be addressed to UNDP as specified in the BDS
	iii. Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS.

		If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
Email Submission		Email submission, if allowed or specified in the BDS, shall be governed as ollows:
	á	e) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
	k	The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
eTendering submission	(	The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from Proposers whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.
		Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:
	ć	e) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
	k	The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
	C	The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from Proposers whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.
	(	Documents which are required to be in original form (e.g. Proposal Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.
	C	Detailed instructions on how to submit, modify or cancel a Proposal in the eTendering system are provided in the eTendering system  Proposer User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a>
23. Deadline for Submission of Proposals and Late Proposals	t	Complete Proposals must be received by UNDP in the manner, and no later han the date and time, specified in the BDS. UNDP shall only recognize the date and time that the Proposal was received by UNDP
	23.2 l	JNDP shall not consider any Proposal that is submitted after the deadline

for the submission of Proposals.

24. Withdrawal, Substitution, and	24.1 A Proposer may withdraw, substitute or modify its Proposal after it has been
Modification of Proposals	submitted at any time prior to the deadline for submission.  24.2 Manual and Email submissions: A Proposer may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3 eTendering: A Proposer may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Proposer to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Proposer User Guide and Instructional videos.
	24.4 Proposals requested to be withdrawn shall be returned unopened to the Proposers (only for manual submissions), except if the Proposal is withdrawn after the Proposal has been opened
25. Proposal Opening	25.1 There is no public Proposal opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, Proposers will receive an automatic notification once their proposal is opened.
D. EVALUATION OF PROI	POSALS
26. Confidentiality	26.1 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.
	26.2 Any effort by a Proposer or anyone on behalf of the 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 and may be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Proposals	27.1 The Proposer is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
	<ul> <li>Evaluation of proposals is made of the following steps:</li> <li>p) Preliminary Examination</li> <li>q) Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>r) Evaluation of Technical Proposals</li> <li>s) Evaluation of Financial Proposals</li> </ul>

28. Preliminary Examination	28.1	UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
29. Evaluation of Eligibility and Qualification	29.1	Eligibility and Qualification of the Proposer will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	29.2	<ul> <li>In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>t) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>u) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>v) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>w) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>x) They do not have a consistent history of court/arbitral award decisions against the Proposer; and</li> <li>y) They have a record of timely and satisfactory performance with their clients.</li> </ul>
30. Evaluation of Technical and Financial Proposals	30.1	the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive Proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the Proposal document where required.
	30.3	·

- of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

### Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

**Total Combined Score:** 

**Combined Score** = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

### 31. Due Diligence

- 31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Proposer. Such exercise shall be fully documented and 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;
  - 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 with previous clients, or any other entity that may have done business with the Proposer;
  - d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;
  - e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
  - f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

# 32. Clarification of Proposals

- 32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.
- 32.2 UNDP's request for clarification and the response shall be in writing and 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.
- 32.3 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

33.1 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.  33.2 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.  34.1 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.  34.2 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 omissions shall not be related to any aspect of the proposer of the Proposer to comply with the request may result in the rejection of its Proposal.  34.3 For Financial Proposal that has been opened, UNDP shall check and 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 and the line item total that is obtained by multiplying the unit price will 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; in which case the line item total as quoted shall govern and the unit price; in which case the line item 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.  34.4 If the Proposer does not accept or reject any Proposal, to render any or all of the Proposal shall be r			considered during the review and evaluation of the Proposals.
may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.  34. Nonconformities, Reparable Errors and Omissions  34.1 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.  34.2 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 omissions hall not be related to any aspect of the price of the Proposal. Failure of the Proposar to comply with the request may result in the rejection of its Proposal.  34.3 For Financial Proposal that has been opened, UNDP shall check and 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; in which case the line item total as quoted 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.  34.4 If the Proposer does not accept the correction of errors made by UNDP, its Proposals shall be rejected.  55.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as a non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring an	•	33.1	contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of
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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.  34.3 For Financial Proposal that has been opened, UNDP shall check and 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.  34.4 If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.  E. AWARD OF CONTRACT  35. Right to Accept, Reject, Any or 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. UNDP shall not be obliged to award the contract to the lowest priced offer.  36. Award Criteria  36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Proposer based on the award criteria indicated in the BDS.	Reparable Errors and	34.1	non-conformities or omissions in the Proposal that, in the opinion of UNDP,
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37. Debriefing 37.1 In the event that a Proposer is unsuccessful, the Proposer may request a	36. Award Criteria	36.1	·
	37. Debriefing	37.1	In the event that a Proposer is unsuccessful, the Proposer may request a

38. Right to Vary Requirements at the	38.1	debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.  At the time of award of Contract, UNDP reserves the right to vary the
Time of Award		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.
39. Contract Signature	39.1	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 to do so may 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 Second Ranked Proposer or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a 15="" href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOC_UMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx_&amp;action=default_within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;th&gt;42. Bank Guarantee for&lt;br&gt;Advanced Payment&lt;/th&gt;&lt;th&gt;42.1&lt;/th&gt;&lt;th&gt;Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment in the form available at &lt;a href=" https:="" layouts="" popp.undp.org="" wopiframe.aspx?sourcedoc="/UNDP_POPP_DOC_UMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default&lt;/a"></a>
43. Liquidated Damages	43.1	If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be affected by bank transfer in the currency of contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>
46. Other Provisions	46.1	In the event that the Proposer offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.
	46.2	UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
	46.3	The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>

## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
		Joint Venture, Consortium or Association	Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal meeting	Will be Conducted Information on Pre-proposal Conference: Date: 07 July 2020 Time: 18:00 pm (Turkey Local Time) Venue: Virtual Zoom Meeting Proposers shall express their interest to be invited to the scheduled zoom meeting by sending an e-mail to <a href="mailto:tr.procurement@undp.org">tr.procurement@undp.org</a> latest by 07 July 2020 14:00 pm (Turkey Local Time). In their e-mails, proposers shall indicate the <a href="mailto:e-mailto:e-mailto:tr.procurement@undp.org">e-mailto:tr.procurement@undp.org</a> latest by 07 July 2020 14:00 pm (Turkey Local Time). In their e-mails, proposers shall indicate the <a href="mailto:e-mailto:tr.procurement@undp.org">e-mailto:tr.procurement@undp.org</a> latest by 07
5		Site Visit	<ul> <li>Will be conducted</li> <li>Information on the Site Visit:</li> <li>Date: 5-6 August 2020</li> <li>Time: Site visit agenda will be shared with the proposers by 07 July 2020.</li> <li>Venue: Ankara and Sanliurfa</li> <li>Important Notes: <ul> <li>Site Visit might be rescheduled/cancelled considering the status of COVID19 and relative restrictions in August. In this regard, proposers are advised not to make any travel arrangements until further notice from UNDP. All costs to arise due to change in the site visit date will be borne by the Proposers and UNDP shall not be held responsible for such costs.</li> <li>Proposers shall complete and submit "Form H: Security Clearance Application Form for Site Visit Attendees" to</li> </ul> </li> </ul>

			tr.procurement@undp.org latest by 06 July 2020, 17:00 hrs.
			(Turkey Local Time).
			All costs to arise in order to participate in site visit will be borne by the Proposers, including international and local flights and ground transportation.
6	10	Proposal Validity Period	120 days following the proposal submission deadline
7	14	Proposal Security	\$40.000.00
			Acceptable Forms of Proposal Security: Bank Guarantee (See Section 6, Form H for template)
			This guarantee shall be valid up to 30 days after the final date of validity of proposals
			PDF copy of the Proposal Security shall be submitted as part of etendering submission. Additionally, original Bid Security shall be delivered to the below address on or before the proposal submission deadline.
			Focal Point: Murat OZERDEN
			UNDP Yıldız Kule, 21st Floor, Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara, Turkey
8	41	Advanced Payment upon signing of the contract	Not Allowed
9	42	Liquidated Damages	Will be imposed as follows:
			1. All staff shall be available and operationally accredited and ready for operations as per the contract requirements. In case there is an unavailable key staff (Project Manager, GIS and Information Manager and National NTS Surveyors) as per the approved workplan of the Service Provider after contract signature, USD 1000 will be imposed for each unavailable staff for each day.
			2. USD 750 will be imposed for each uncompleted NTS for each Minefield due to poor performance or negligence of the contractor. If non-completion is resulted from some other restrictions out of control of the Contractor, justification for non-completion shall be submitted by the contractor to UNDP for approval.
			3. Once the total amount of liquidated damages reaches 10% of the total contract amount, UNDP may terminate the contract.
10	40	Performance Security	Required at the amount of 10% of the total contract amount in the form of Bank Guarantee format which will be provided to the successful Proposer along with the award letter. The contract will be signed upon submission of the Performance Security. 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 as per the contract requirements
11	18	Currency of Proposal	United States Dollar (USD)
12	31	Deadline for submitting requests for clarifications/ questions	10 days before the submission deadline
13	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Murat ÖZERDEN Address: Yıldız Kule, 16th Floor, Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara, Turkey E-mail address: <a href="mailto:tr.procurement@undp.org">tr.procurement@undp.org</a>
14	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering and following websites:  www.undp.org www.ungm.org www.devbusiness.com www.tr.undp.org
15	23	Deadline for Proposal Submission	Deadline for submission of proposal is <u>17 August 2020 07:00 am (New York Time)</u> as indicated in the eTendering system.
16	22	Allowable Manner of Submitting Proposals	e-Tendering <u>ONLY</u> This procurement process is being conducted through the online tendering system of UNDP. Bidders who wish to submit an offer must be registered in the system.
			Visit this page for system user guides and videos in different languages: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a>
			If already registered, go to <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> and sign in using your username and password.
			Use "Forgotten password" link if you do not remember your password. Do not create a new profile.
			If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):
			https://etendering.partneragencies.org
			•Username: event.guest
			•Password: why2change
			It is strongly recommended to create a username with two parts: your first name and last name separated by a ".", (similar to the one shown above). Once registered you will receive a valid password to the

			registered email address which you can use for signing in and changing your password.  Please note that your new password should meet the following criteria:  Minimum 8 characters  At least one UPPERCASE LETTER  At least one lowercase letter  At least one number  You can view and download tender documents with the guest account as per the above username and password, However, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made.  Note: Although proposals shall be submitted through e-tendering, UNDP reserves the right to request original copies of the documents submitted as part of the proposals during evaluation process, if deemed necessary.
17	22	Proposal Submission Address	UNDP ATLAS E-Tendering system which can be accessed through  https://etendering.partneragencies.org  EVENT ID: TUR10-RFP-20-08
18	22	Electronic submission (e-Tendering) requirements	<ul> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Financial Proposal shall be password protected and password for financial proposal must not be provided to UNDP unless and until requested by UNDP</li> <li>Max. File Size per transmission: 50MB</li> <li>Documents which are required in original (e.g. Proposal Security) shall be sent to the below address with a PDF copy submitted as part of the electronic submission on or before the submission deadline:</li> <li>Focal Point: Murat OZERDEN, Procurement Administrator</li> <li>Yıldız Kule, 21st Floor, Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara, Turkey</li> </ul>
19	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively.  The minimum technical score required to pass is 70% in order to be considered for Financial Evaluation.
20		Expected date for commencement of Contract	01 November 2020
21		Maximum expected duration of the contract	25 Months following contract signature

22	35	UNDP will award the contract to:	One Proposer Only
23	40	Type of Contract	Contract Face Sheet for Goods and/or Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24	40	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services
			http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
25		Tax Exemption	UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their financial proposals excluding Value Added Tax (VAT). It is the Proposer's responsibility to learn from relevant authorities (Ministry of Treasury and 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, Ministry of Treasury and Finance. The contractor selected for the award shall not be entitled to receive any amount over its proposal price in relation to VAT. Overall contract amount to be paid to the contractor shall not exceed the total amount offered in the Financial Proposal.
26		Insurance	1. Personal accident insurance:
			(Refer to IMAS, NMAS and EBMCS 19) All staff employed by NTS Service Provider shall be provided with insurance coverage at no cost to the individual. The coverage should include coverage for trauma orientated injuries and death. The minimal amount of compensation for total permanent disablement and death shall be 100.000 USD. Partial permanent disablement should be compensated according to the percentage of impairment and disability. Temporary complete and partial impairment and disability should be compensated on a weekly indemnity basis.
			2. Medical Insurance:
			Must be sufficient to pay for all medical costs in Turkey or elsewhere, to include the cost of air transport to an appropriate medical facility and repatriations to the employee's country of origin if required.
			3. Public Liability Insurance.
			To cover the offeror in the event that they are sued by a third party who feels that they have suffered a loss as a result of that contractor's negligence (lack of care). A minimum level of cover US\$2 million for any single occurrence.
			Note: Draft insurance policies shall be submitted for approval of UNDP within 2 weeks after contract signature. All costs regarding above mentioned insurances shall be included in the Total Financial Proposal submitted by Proposers. No additional payment will be made by UNDP for aforementioned insurances.

27	Payment Conditions / Schedule of Payments	Please refer to "Section 5, item I "for details on Price and Schedule of Payments
28	Currency of Payment	If the Contractor is registered and operating in Turkey, the payment shall be realized in Turkish Liras (TRY). Payment amount will be converted from United States Dollar (USD) to Turkish Liras (TRY) by the UN operational rate of exchange valid on the date of money transfer. Otherwise, the payments shall be affected in United States Dollar.
29	Covid-19 Specific Measures	The Proposers shall review all local regulations, as well as that of UN and UNDP concerning the measures they must take during performance of the contract in the context of COVID-19, before they submit their proposals and factor relevant costs, if any, to their proposals.
		The Contractor shall take all measures against COVID-19 imposed by local regulations as well as by UN and UNDP during performance of the contract to protect health and social rights of its own personnel, as well as UNDP personnel, Project Stakeholders and third parties.
		Pursuant to "Clause 12- Indemnification" of UNDP General Terms and Conditions for Contracts (given in Clause 23 of Section 3. Bid Data Sheet), the Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to COVID-19 measures that must be taken by the Contractor in the context of the contract.
		UNDP shall not be held accountable for any Covid-19 related health risks or events that are caused by negligence of the Contractor and/or any other third party.

## Section 4. Evaluation Criteria

#### **Preliminary Examination Criteria**

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Password Protected Financial Proposals
- Proposal Validity
- Proposal Security submitted as per RFP requirements with compliant validity period

## **Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on Pass/Fail basis.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		_
	Vendor shall be a legally registered entity established in January 2015 or earlier.  (For JV/Consortium/Association, each Party shall meet requirement)	Form B: Proposer Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with Section 2 Instruction to Proposers clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with Section 2 Instruction to Proposers clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form D: Qualification Form
Previous Experience	Implementation of minimum 3 Demining or NTS contracts over the last 10 years counting back from the proposal submission deadline. Total cumulative amount of the implemented contracts	Form D: Qualification Form

<sup>&</sup>lt;sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Proposer have been exhausted.

	or completion portion of the ongoing contracts shall not be less than USD 2 Million.  One of the above contracts shall include completion of NTS Services and this NTS contract shall have been implemented within the last 5 years counting back from the proposal submission deadline.  Proposers shall submit Work Completion Certificates or Reference Letters from Client which shall clearly demonstrate compliance with above requirements in order to be considered as documentary evidence.  Note: Ongoing contracts will be accepted as long as the proposers can submit Certificates/Reference Letters for the completed Portion of the Services which shall correspond to minimum requirements stipulated above.  (For JV/Consortium/Association, all Parties cumulatively should meet requirement)	
Financial Standing	Minimum average annual turnover of USD 2,500,000 for the last 5 years (i.e. 2015, 2016, 2017, 2018, 2019).  For JV/Consortium/Association, all Parties cumulatively should meet requirement with following conditions:  Lead Party shall meet minimum 51% of the requirement.  Every other partner shall <u>individually</u> meet minimum 10% of the requirement.	Form D: Qualification Form
	Proposers must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting its "audited financial statements".	Form D: Qualification Form

## **Technical Evaluation Criteria**

Summ	Summary of Technical Proposal Evaluation Forms		
1.	Proposer's qualification, capacity and experience	250	
2.	2. Proposed Methodology, Approach and Implementation Plan		
3.	3. Management Structure and Key Personnel		
Total	Total 1		

1.Pro	poser's q	ualification, capacity and experience	Points obtainable
1.1	structure	Organizational Capability which is likely to affect implementation: management e, financial stability and project financing capacity, project management controls, o which any work would be subcontracted	120
	1.1.1	<ul> <li>Management Structure and Organigram (Is it sound and relevant with the requirements?)</li> <li>Provided evidences for a functional corporate structure with an effective organigram including departments relevant to Non-Technical Survey: 30 pts.</li> <li>Provided evidences for a functional corporate structure with an effective organigram including departments relevant to Demining activities: 21 pts.</li> <li>Provided evidences for a functional corporate structure with an effective organigram not relevant with the requirements: 10 pts.</li> </ul>	30
	1.1.2	Age of Firm  - Older than 15 years: 20 pts.  - 11-15 years: 17 pts.  - 5-10 years: 14 pts.	20
	1.1.3	Financial Stability and Project Financing Capacity  Average annual turnover for the last 3 years (i.e. 2016, 2017, 2018) is:  - More than USD 5,000.000: 30 pts.  - Between USD 3,000.001 and 5,000.000: 25 pts.  - Between USD 2,500.000 and 3,000,000: 21 pts.	30
	1.1.4	Project management control mechanisms, the strength of project management support  - The proposer has strong project management resources, control mechanisms as part of company standard procedures in Non-Technical Survey: 20 pts.  - The proposer has strong project management resources, control mechanisms as part of company standard procedures: 14 pts.  - Proposer has moderate project management control mechanisms: 9 pts.  - Proposer has weak project management control mechanisms: 5 pts.	20
	1.1.5	Provision of a list of key equipment and systems to be used, with names of manufacturer and model type	20

1.2	<ul> <li>List of key equipment and systems are provided, and the manufacturer and model exceed the requirements of the project: 20 pts.</li> <li>List of key equipment and systems are demonstrated, and they meet the requirements: 10 pts.</li> <li>The relevance of specialized knowledge and experience on similar engagements.</li> <li>Implemented more than 5 contracts of similar value, nature (i.e. Non-technical survey, Demining, UXO clearance or ERW clearance) and complexity over the last 10 years: 80 pts.</li> <li>Implemented 4-5 contracts of similar value, nature (i.e. Non-technical survey, Demining, UXO clearance or ERW clearance) and complexity over the last 10 years: 70 pts.</li> <li>Implemented 3 contracts of similar value, nature (i.e. Non-technical survey, Demining, UXO clearance or ERW clearance) and complexity over the last 10 years: 55 pts.</li> </ul>	80
1.3	<ul> <li>Quality assurance procedures and risk mitigation measures</li> <li>Proposer proposed sound approach for assuring quality and addressed all possible risks and mitigation measures: 30 pts</li> <li>Proposer proposed good approach for assuring quality and addresses some of the important risks and mitigation measures: 21</li> <li>Proposer proposed moderate approach for assuring quality but has not sufficiently addressed possible important risks and mitigation measures: 10 pts</li> </ul>	30
1.4	<ul> <li>Organizational Commitment to Sustainability</li> <li>The organization is compliant with ISO 14001 or ISO 14064 or equivalent: 10 pts</li> <li>The organization is a member of the UN Global Compact: 5 pts</li> <li>The organization demonstrates significant commitment to sustainability through some other means, for example, internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues: 5 pts.</li> </ul>	20
	Part 1 Total	250

2. Pro	oposed Methodology, Approach and Implementation Plan	Points obtainable
2.1	<ul> <li>Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?</li> <li>Outstanding: All important aspects of the task have been addressed in sufficient detail, with comments on the ToR for the successful execution of activities regarding the objectives and expected results: 30 pts.</li> <li>Very Strong: All important aspects of the task have been addressed in sufficient detail: 26 pts.</li> <li>Strong: Most of the important aspects of the task have been addressed in sufficient detail: 21 pts.</li> <li>Moderate: Only a few important aspects of the task have been addressed by the proposer: 12 pts.</li> </ul>	30
2.2	A detailed description of the approach and methodology for how the Proposer will achieve the Terms of Reference of the contract, keeping in mind the appropriateness to local conditions and project environment. Details on how the different service elements shall be organized, controlled and delivered  - Outstanding: Exceeds the requirements of the ToR, with a remarkable strategy to achieve the objective and purposes of the contract in the local context and project environment: 30 pts.  - Very Strong: Meets the requirements of the ToR, with a strategy to achieve the objective and purposes of the contract: 26 pts.  - Strong: Meets the requirements of the ToR: 21 pts.  - Moderate: Several requirements have been neglected by the proposer: 12 pts.	30
2.3	Regarding internal quality assurance/quality control plan;  The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.  Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement  - Outstanding: Quality Control, Performance monitoring and evaluation mechanisms and tools are appropriate with the nature and complexity of the requirement and described in detail for each specific requirement with responsibilities and schedules: 30 pts.  - Very Strong: Quality Control, Performance monitoring and evaluation mechanisms and tools are appropriate with the nature of the requirement and described for the specific requirement with responsibilities and schedules: 26 pts.  - Strong: Performance monitoring and evaluation mechanisms and tools are sufficient for the requirement: 21 pts.  - Moderate: Performance monitoring and evaluation mechanisms and tools are proposed however they are barely relevant with this requirement: 12 pts.	30
2.4	Assessment of the work plan including whether the activities are properly sequenced and if these are logical and realistic and prepared in line with the contract's time plan and List of personnel to be assigned for the entire contract period by elaborating on number and position of personnel to be assigned for each activity and the duration to be invested by each personnel for completing each activity" (Provide a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing)  - Outstanding: Proposed work plan is well-developed; all activities are properly sequenced in a logical and realistic way. The work plan clearly states what is required, how it will be achieved, when it will be achieved and by whom, using which specialist, equipment and resources. Gantt Chart or Project Schedule	60

	Part 2 Total	300
<del></del> ,	The Proposers shall explain their current gender and women's empowerment policies in place and the facilities especially provided to women employees.	
2.6	In terms of National Capacity Development, demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract by forming Joint Venture/Consortium/Association with Local Companies which will also contribute to quick adaptation and successful implementation of contract by benefitting from local familiarity  - Proposer has formed Joint Venture/Consortium/Association which include a Local Member: 100 pts.  - Proposer has not formed Joint Venture/Consortium/Association with local expertise: 0 pt.  "Gender and Women's Empowerment Policy of the Proposer"	20
	<ul> <li>Outstanding: Proposed training plan is well-developed; all activities are properly sequenced in a logical and realistic way. The training plan clearly states what is required, how it will be achieved, when it will be achieved and by whom, using which specialist, equipment and resources: 30 pts.</li> <li>Very Strong: Proposed training plan is well-developed, most of the activities are properly sequenced in a logical and realistic way. It states the requirement and how it will be achieved by demonstrating allocation of resources and time schedule: 25 pts.</li> <li>Strong: Proposed training plan is sufficient, and the activities are properly sequenced in a logical and realistic way: 21 pts.</li> <li>Moderate: Proposed training plan is lacking some activities: 15 pts.</li> </ul>	
2.5	NTS Training Plan including Curriculum; Proposer will give NTS training to the NTS surveyors and certify them before the desk-top accreditation. NTS training plan will include the curriculum (approx. 10 days), instructors' names, their qualification to train staff. The training will cover minimum following subjects but not limited to: Five pillars of mine action, introduction to mine action in Turkey (current situation, coordination, other actors), Land Release concept and processes, NTS standards, (IMAS, NMAS,OSP and SOPs), Basic identification of EO and Mines, Mine laying and military tactics in Turkey, identifying/managing sources of information, critical thinking – managing, classifying and recognizing evidence, Datum and coordinates system (i.e. latitude/ longitude and Universal Transverse Mercator – UTM), Map scales, Map reading (topographical, satellite, aerial photo, Google Earth), Use of GPS and Drone (set up and logging and retrieving waypoints, certification), use of compass (normal military type), bearings and distance (tape measure, rangefinder, distance estimations), Mapping (hand-drawn sketch map and Software ), delivery of basic mine risk education in an ad-hoc manner, interview techniques and communication skills (avoidance prepping, closed or leading questions, interviews during community meetings and individual interviews), cultural and customary understanding, and behavior and gender roles, First aid and MEDEVAC, communications, reporting, vehicle driving and maintenance (daily checks, tire changes, use of fire extinguisher, etc.), Information Management Systems (IMSMA)	30
	<ul> <li>indicating the detailed sequence of activities that will be undertaken and their corresponding timing has been submitted: 60 pts.</li> <li>Very Strong: Proposed implementation plan is well-developed, most of the activities are properly sequenced in a logical and realistic way. It states the requirement and how it will be achieved by demonstrating allocation of resources and time schedule: 50 pts</li> <li>Strong: Proposed implementation plan is sufficient, and the activities are properly sequenced in a logical and realistic way: 40 pts.</li> <li>Moderate: Proposed implementation plan is lacking some activities: 25 pts.</li> </ul>	

3. Management Structure and Key Personnel			
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?  - Outstanding: 20 pts Very Strong: 15 pts Strong: 12 pts Moderate: 8 pts.		20
3.2	The proposal provides enough considerations for gender equality to ensure that all individuals benefit equally from the project.		10
3.3	Qualifications of key personnel proposed		
3.3.1	Project Manager x 1		90
	Higher Education in business administration, management, product, process, industrial engineering, military engineering or relevant fields.  - Master's Degree: 10 pts.  - Bachelor's Degree: 8 pt.	10	
	Years of General Professional Experience  - More than 20 Years: 10 pts.  - 16-20 Years: 9 pts.  - 12-15 Years: 8 pt.	10	
	Specific Experience relevant to the assignment i.e. Mine Action, Demining Services, Quality Management in similar high-risk operations.  - More than 15 Years: 40 pts.  - 11-15 Years: 35 pts.  - 7-10 Years: 25 pts.	40	
	International experience relevant to the assignment  - Managed relevant projects in more than 3 countries: 15 pts.  - Managed relevant projects in 2-3 countries: 10 pts.	15	
	Local experience relevant to the assignment  - Worked in more than 1 relevant project in Turkey: 10 pts.  - Worked in 1 relevant project in Turkey: 5 pts.	10	
	Language Skills (Advanced English is required. Turkish is an asset)  - Advanced spoken and written English and Fair Turkish: 5 pts.  - Advanced spoken and written English: 3 pts.	5	
3.3.2	GIS and Information Technology Officer x 1		50
	Educational background in survey, geophysics, topography, computer software, computer hardware or relevant field  - Master's Degree: 7 pts.  - Bachelor's Degree: 5 pts.  - Associate degree and below: 3 pts.	7	
	<ul> <li>- Years of General Professional Experience</li> <li>— More than 15 Years: 7 pts.</li> <li>— 12-14 Years: 5 pts.</li> <li>— 7-11 Years: 3 pt.</li> </ul>	7	

- Specific GIS Experience with certificates such as IMSMA, QGIS or Turkis Military CAS	sh 6	
– More than 10 Years: 6 pts.		
- 6-10 Years: 4 pts.		
- 3-5 Years: 2 pt.	ne 15	
<ul> <li>Specific Mine Action Non-Technical Survey Experience relevant to the assignment</li> </ul>	ie 15	
<ul><li>More than 7 Years: 15 pts.</li><li>3-7 Years: 8 pts.</li></ul>		
International experience relevant to the assignment	5	
<ul> <li>Worked for relevant projects in more than 2 countries: 5 pts.</li> <li>Worked for relevant projects in 1-2 countries: 3 pts.</li> </ul>		
Local experience relevant to the assignment	5	
<ul> <li>Worked in more than 1 relevant project in Turkey: 5 pts.</li> <li>Worked in 1 relevant project in Turkey: 3 pts.</li> </ul>		
Language Skills (Intermediate English is required. Turkish is an asset)	5	
<ul> <li>Intermediate spoken and written English and Fair Turkish: 5 pts.</li> <li>Intermediate spoken and written English: 3 pts.</li> </ul>		
3.3.3 National NTS Surveyors x 8		35x8=280
Education and certificate in the relevant field.	10	
- Bachelor's Degree 10 pts.		
<ul> <li>Associate degree, national and international certificate: 8 pts.</li> <li>Bachelor's Degree and national certificate: 6 pts.</li> </ul>		
<ul> <li>Associate degree and national certificate: 4 pts.</li> </ul>		
Years of General Professional Experience	5	
– More than 20 Years: 5 pts.		
– 16-20 Years: 4 pts.		
- 10-15 Years: 3 pt.		
Specific Experience relevant to the assignment i.e. Mine Action, Deminir Services, Quality Management, NTS or in similar high-risk operations.	g 5	
<ul><li>More than 8 Years: 5 pts.</li><li>3-8 Years: 3 pts.</li></ul>		
International experience relevant to the assignment	5	
<ul> <li>Worked for relevant projects in more than 3 countries: 5 pts.</li> <li>Worked for relevant projects in 2-3 countries: 4 pts.</li> </ul>		
Local experience relevant to the assignment	5	
<ul> <li>Worked in more than 1 relevant project in Turkey: 5 pts.</li> <li>Worked in 1 relevant project in Turkey: 4 pts.</li> </ul>		
Language Skills (Advanced Turkish is required. English is an asset)	5	
<ul> <li>Advanced spoken and written Turkish and Intermediate</li> <li>English: 5 pts</li> </ul>		
<ul> <li>Advanced spoken and written Turkish and Basic English: 4 pts.</li> </ul>		
	Part 3 Total	450

## **Section 5.** Terms of Reference

#### a. Background Information and Rationale, Project Description

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

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

Today, these landmines constitute a very serious threat to modern border management. The objective of relevant combined projects is to contribute collectively to the prevention of illegal migration and all types of cross-border crimes at Turkey's eastern borders in line with EU's IBM policies and strategies via demining the area and providing effective and humanitarian border surveillance tools for a modern border surveillance system using the latest technology. The Ministry of Interior Undersecretary for Development and the Implementation Bureau for Border Management and Legislation through cooperation with General Staff (Land Forces Command) are responsible for the execution of the IBM. Ministry of National Defence in cooperation with General Staff (Land Forces Command) are responsible for the execution of the demining projects.

The undertaking further contributes to the successful implementation of Article 5 extension request requirements presented to States parties to the Mine Ban Treaty in 2013 in compliance with Turkey's clearance obligations under the commitments made through the accession to the APMBC on 25 September 2003.

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

Currently, the size of the mined area in Turkey is 150.418.408 m<sup>2</sup>. Below table is given for information purpose. Please refer to "Section C. Scope" for the provinces where Non-technical survey (NTS) will be conducted.

Turkey's Minefield Information (Prepared based on Turkey's Article 7 2019 Report)					
Location	Provinces	Date of emplacement	Contaminated Area (in m²)	Number of AP mines in CHAs	Number of AV mines in CHAs
Syria Border	Hatay, Kilis, Gaziantep, Mardin, Şırnak	1955-1996	128.186.299	411.991	194.618
Iraq Border	Şırnak, Hakkari	1955-1996	2.862.835	79.017	-
Iran Border	Hakkari, Van, Ağrı, Iğdır	1955-1996	15.515.775	125.558	-
Armenia Border	Iğdır, Kars, Ardahan	1955-1996	1.097.077	20.275	-
Other than Borders		1955-1996	2.756.422	34.106	-
TOTAL			150.418.408	670.484	194.618

#### b. Objectives

In the context of National Non-Technical Survey Project; the objective of this contract is to contribute Turkey's Humanitarian Mine Action activities by revealing realistic picture of the mine contamination in Turkey.

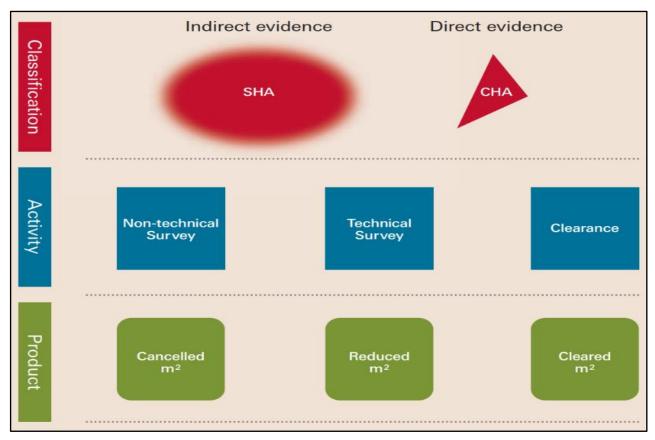
The specific objective of the Project is, in terms of Land Release process, to cancel the land through NTS so that all funds can be allocated for the clearance effort where the land is contaminated with the mines.

The overall aim of NTS is to provide confidence to all stakeholders that in terms of Land Release the canceled land by NTS stated in the reports has met NMAS, Operational NTS Process (OSP) and IMAS requirements.

As an essential step of Land Release process, Non-Technical Survey is an evidence-based decision-making process that helps determine with confidence which land needs further processing and which does not. Land Release process involves the identification of suspected (SHA) and confirmed hazardous areas (CHA) and,

- the cancellation of land through non-technical survey,
- the reduction of land through technical survey and,
- the clearance of mine/UXO contaminated land.

The following diagram illustrates the two land classifications: confirmed (CHA) and suspected (SHA) hazardous areas and the three activities that can contribute to their release: non-technical survey, technical survey and clearance. The three products of these activities are canceled, reduced and cleared land respectively.<sup>2</sup>



The purpose of the project is to cancel the land, which was reported previously as Suspected Hazardous Area (SHA), through the Non-Technical Survey (NTS). NTS activities for this project will consist of a commercial contract to conduct NTS in 3502 reported minefields.

<sup>&</sup>lt;sup>2</sup>GICHD, A Guide to Mine Action, Fifth Edition, Geneva, March 2014, Chapter 5, Page 128

The overall purpose of Non-Technical Survey is to use all appropriate Non-Technical means, including visits to field locations, to identify, collect, analyze and report information/evidence in order to:

- make recommendations about the definition of SHAs/CHAs;
- make recommendations about cancellation and/or subsequent technical survey/clearance of areas;
- support priority setting processes; and
- contribute to efficient and effective planning of subsequent technical interventions by providing a realistic picture regarding Turkey's mine contamination.

#### c. Scope

According to TURMAC Information Management Branch's cross-check procedure on the IMSMA database regarding Minefield Records, there are approximately 3856 Suspected Hazardous Areas (SHA) requiring NTS. The NTS remains a critical component to the longer-term sustainability of mine action. Each SHA will undergo a desk assessment followed by a field visit in accordance with standard NTS methodology. TURMAC will complete the NTS on 354 SHAs in the Mardin Province of Turkey. The remaining estimated 3502 SHAs will be surveyed under this Action.

NTS prioritization should be as follows and the Work Plan should be prepared accordingly;

- Familiarization Phase; Şanlıurfa
- Prioritization Group-1; Hakkari, Şırnak, Van,
- Prioritization Group-2; Tunceli, Siirt, Diyarbakır, Bitlis,
- Prioritization Group-3; Bingöl, Batman, Kilis, Gaziantep, Hatay.

In case of convenient climate conditions, "NTS Province Order" within the groups will not be changed. When there is a need to change the work plan, the change shall be submitted for approval of UNDP.

NTS activities for this project will consist of a commercial contract to conduct NTS reported minefields on the border and inner parts of Turkey.

The 3502 x minefields where the NTS Activities will be conducted are listed in Annex-A.

In line with International Mine Action Standards (IMAS), National Mine Action Standards (NMAS), and Operational NTS Process (OSP) the NTS contractor will be responsible for the following;

- Preparing a work plan and determine methodology,
- Mobilization of the Service Provider and operational accreditation by the UNDP TAT and TURMAC,
- Defining SHAs where analysis of indirect evidence of the presence of EO justifies doing so;
- Defining CHAs where direct evidence of the presence of EO justifies doing so;
- Canceling all, or part of, the area of SHAs/CHAs where there is no evidence of EO contamination;
- Recording, accurately and comprehensively, direct evidence of the presence of EO;
- Collecting, as accurately and reliably as possible, available information about the characteristics and distribution of contamination that may assist in the effective and efficient planning of follow-on technical interventions, such as targeted technical survey and clearance;
- Collecting, as accurately and reliably as possible, available information about accidents and incidents to people and animals;
- Collecting information about physical changes to the environment, such as deposition of soil by flooding, wind, erosion, landslides, etc. that may have modified the local situation after contamination was laid/deployed; and

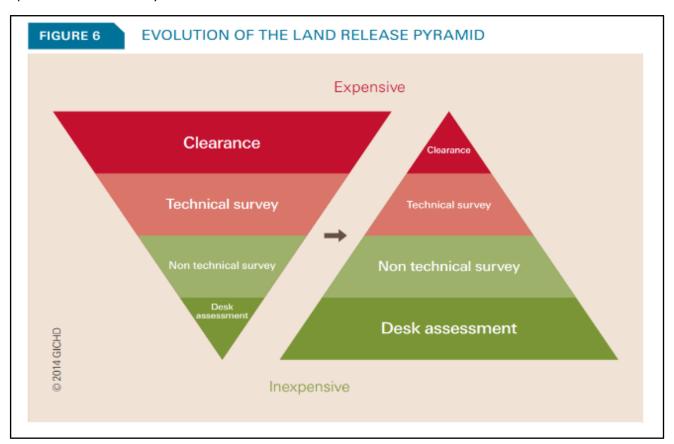
- Collecting information about the physical circumstances at the site, such as access routes, vegetation, soil, topography, infrastructure, agriculture, the local security situation, and other factors that may be relevant to decision-making processes.)
- Preparing NTS report that covers the recommendation on the area canceled, Suspected Hazardous Area (SHA), Confirmed Hazardous Area (CHA), the possible demining asset/methodology according to access routes, vegetation, soil, topography, infrastructure, agriculture, etc.
- Providing NTS Lessons Learned Report at the end of the implementation,
- Completion of NTS contract and providing Post-Project Review/Final Report

All demining and QMC companies, irrespective of their organizational structure (i.e. whether they are a single entity, JV or Consortium), previously applied for UNDP's Demining or QMC tenders can also send proposal for National Non-Technical Survey (NTS) Tender.

#### d. Approach and Methodology

Land can be released through survey and through clearance. However, the impetus behind the land release agenda is to provide a clearer balance in favor of less expensive and quicker survey activities, as opposed to more expensive and slower clearance procedures. Land release promotes a system of escalating survey activities, and only resorts to full clearance as a last option. Each effort in the land release process seeks to define more accurately where contamination is to be found (and where it is not) so that clearance activity takes place only where it is needed.

Efficient land release is achieved by information gathering techniques, with analysis of historical data, non-technical survey data, information from other operations at similar sites, good evidence-based planning for the deployment of technical survey and clearance assets, and appropriate adjustments to plans when operations are underway.<sup>3</sup>



<sup>&</sup>lt;sup>3</sup>GICHD, A Guide to Mine Action, Fifth Edition, Geneva, March 2014, Chapter 5, Page 121

The current work under this initiative is "National Non-Technical Survey (National NTS) Project".

The National NTS Project will commence with a desk review of all hazards including contact with personnel who have had interactions with the hazards. This will be followed by a field survey of all landmine suspected hazards in Turkey. These areas for the survey will be prioritized to ensure that hazards affecting communities are surveyed first.

The Non-Technical Survey of the minefields shall be conducted using internationally accepted methods in accordance with International Mine Action Standards (IMAS), National Mine Action Standards (NMAS), and Operational NTS Process (OSP) in Annex-B. These standards may be updated during the course of contract implementation. Turkish national legislation, including NMAS, and OSP, shall prevail over IMAS in the context of Non-Technical Survey. In this regard, the proposers are strongly encouraged to seek legal advice to ensure compliance with Turkish national legislation.

The Service Provider will be accountable to an NTS Audit Board (NTSAB), comprised of the UNDP TAT and the TURMAC (Accreditation, Survey and Information Management Departments). The NTSAB will maintain an ongoing relationship with the Service Provider and undertake a monthly review of the Service Provider's activities.

During the life of this Contract, under the guidance of the UNDP Project Manager, UNDP TAT may require the Service Provider to modify their Standing Operating Procedures in order to comply with changes and updates made to the NMAS, OSP and IMAS during normal review processes.

In view of project implementation, the activities below shall be carried out/regulated as follows;

#### 1. Quality Control and Quality Assurance of NTS;

The Quality of NTS Report will be controlled and assured through UNDP TAT and TURMAC (Survey, Accreditation and Information Management Departments).

#### Desktop Accreditation of the NTS Service Provider;

Prior to commencing any operational accreditation of the NTS contractor, the NTS service provider is required to gain desktop accreditation. This activity should start soon after the Service Provider declares that they are ready for Desktop accreditation in line with the timeline indicated in Section e. Deliverables and Schedules/Expected Outputs.

During desk-top accreditation, the Service Provider will provide the following:

S.Nu	Accredited Document	Control Time	Remarks
1.	Legal registration,	During evaluation of	Should be notarized
	Name and address of the company in the	Proposals	
	country	Desk top accreditation	
2.	Size of company (Number of employees)	During evaluation of	
		Proposals	
		Desk top accreditation	
3.	QM Certificates of the company (ISO, OHSAS,	During evaluation of	
	etc.)	Proposals	
		Desk top accreditation	
4.	CVs of management personnel (key	During evaluation of	Any change request in
	personnel) as presented in the technical	Proposals,	the key personnel shall
	proposal	Desk top accreditation	be submitted for
			approval of UNDP,
			proposed replacement

			shall be substantially the same, or better, as the qualifications of the personnel originally proposed
5.	Policies and procedures (SOPs)	Desk top accreditation	
6.	Certification of equipment to be used for performance of this contract	Desk top accreditation	
7.	Insurance certificate according to Bid Data Sheet 23	Desk top accreditation	
8.	The Service Provider's field organization overview	Desk top accreditation	

### 3. Operational Accreditation of the NTS Service Provider

Operational Accreditation of the NTS Service Provider shall be carried out by UNDP TAT and TURMAC to confirm that the Service Provider has all the required expertise, training, equipment, personnel and documents in place and they fully understand the method statements in the SOPs of the Service Provider.

Operational accreditation will be conducted in the field upon mobilization. This activity should start soon after the service provider declared they are ready for operational accreditation and in accordance with the timeline indicated in Section e. Deliverables and Schedules/Expected Outputs. This will include testing the equipment is fit for purpose, checking the personnel is trained and have necessary qualifications etc. As a minimum, the following shall be inspected by UNDP TAT and TURMAC before the operational accreditation of NTS Service Provider is approved:

- Accreditation of operational staff in the field,
- Accreditation of NTS and support equipment (vehicles, radios, GPSs, drones etc.)
- Accreditation of Task-specific SOPs (NTS Procedures, Medical Evacuation, etc.)

#### 4. NTS Teams

There shall be at least four NTS Teams. NTS teams should be trained in both soft (interpersonal) and hard (technical) skills required to carry out their role. An NTS team shall compose of minimum two NTS Surveyors qualified in NTS course, with knowledge, skills and ability in the following item NTS Team Training.

#### 5. NTS Teams Training.

The NTS service provider shall train the Survey Teams within one month upon contract signature. The content, curriculum of the training, the competency of instructors will be approved by UNDP TAT and TURMAC and training will be monitored by TURMAC and UNDP TAT. The training must include but not limited to the bullet points in below:

- Five pillars of mine action
- Introduction to mine action in Turkey (current situation, coordination, other actors)
- Land Release concept and processes
- NTS standards, (IMAS, NMAS, OSP and SOPs)
- Basic identification of EO and Mines.
- Mine laying and military tactics in Turkey
- Identifying/managing sources of information

- Critical thinking managing, classifying and recognizing evidence
- Datum and coordinates system (i.e. latitude/longitude and Universal Transverse Mercator UTM)
- Map scales
- Map reading (topographical, satellite, aerial photo, Google Earth)
- Use of GPS and Drone (set up and logging and retrieving waypoints, certification)
- Use of compass (normal military type)
- Bearings and distance (tape measure, rangefinder, distance estimations)
- Mapping (hand-drawn sketch map and Software )
- Delivery of basic mine risk education in an ad-hoc manner
- Interview techniques and communication skills (avoidance prepping,
- Closed or leading questions, interviews during community meetings and
- individual interviews)
- Cultural and customary understanding, and behavior and gender roles
- First aid and MEDEVAC
- Communications
- Reporting
- Vehicle driving and maintenance (daily checks, tire changes, use of fire
- extinguisher, etc.)
- Information Management Systems (IMSMA)

#### 6. Equipment

The Service Provider should be fully equipped with the necessary equipment to undertake NTS activities in the field. "Master Equipment List" to be used in NTS activities shall be submitted with the proposal. Upon delivery of the Service Provider's necessary equipment and prior to the start of operations, TURMAC will conduct a 100% equipment check for accreditation to verify quantity and serviceability based on the Master Equipment List as part of the proposals submitted.

The Service Provider is required to ensure all equipment to be used in NTS operations are fit for purpose as per the standards stipulated in the table below.

Minimum critical list of equipment is as follows:

		Minimum Quantity to
Type of Equipment	Specifications	be maintained during
		contract period
	4X4 pick up, Model year shall not be older than 2016,	
Survey Vehicle	Must be of a reputable brand (such as Ford Ranger, Toyota	4
	Hilux, Isuzu Dmax, Volkswagen Amarok, or equal)	
	Must be accurate and reliable.	
	Must be of a reputable brand and time-tested	
	Must be compatible with GPS System used in Turkey	
Drone	Must have the extreme variability of the possible	4
	surroundings (soil type and moisture content, vegetation,	
	temperature, etc.)	
	Min 30 minutes flying time,	
	Must be accurate and reliable.	
	Must be of a reputable brand and time-tested	
	Must be compatible with GPS System used in Turkey	4
GPS	Must have the extreme variability of the possible	4
	surroundings (soil type and moisture content, vegetation,	
	temperature, etc.)	
	The accuracy of your device will range from 3 to 5 meters,	

	Brands such as GARMIN or equal will be considered as	
	acceptable	
Radio	Must be accurate and reliable.  Must be compatible with Communication System used in Turkey  Must be of a reputable brand and time-tested	5
Laser Range Finder	Must be accurate and reliable.  Must be compatible with Communication System used in Turkey  Must be of a reputable brand and time-tested	5
Binocular	Must be accurate and reliable.  Must be compatible with Communication System used in Turkey  Must be of a reputable brand and time-tested	4
e-Notepad	Must be accurate and reliable.  Must be compatible with Communication System used in Turkey  Must be of a reputable brand and time-tested	4
Mobile Telephone	Must be reliable  Must be compatible with Communication System used in Turkey  Must be of a reputable brand and time-tested	Quantity shall be determined on as needed basis to ensure that all daily NTS activities are successfully achieved on a daily basis.  Proposers shall assess and propose the required minimum number of Mobile Phone to carry out the tasks without any interruption

### 7. Movement of personnel and equipment

The Service Provider, at its own cost, is responsible for providing appropriate transportation for its own personnel and equipment based on the tasks to be carried out and the Service Provider's own threat and risk assessment. All follow-up activities will be the responsibility of the Service Provider. During contract period, vehicles for transportation shall be provided by the Service Provider at its own cost and they shall be capable of operating on earthen and gravel roads in wet and dry weather conditions.

#### 8. Equipment Ownership and Accountability

All maintenance, servicing and relocation of equipment to be used by the Service Provider are the sole responsibility of the Service Provider and shall be conducted outside the operational working hours, or during non-operational days. It shall be the Service Provider's responsibility to ensure that its Equipment is duly insured. Proof of insurance shall be provided by the Service Provider to UNDP in the accreditation phase.

#### 9. Access to the Work Site

Access of the personnel to the worksite shall be coordinated by the UNDP NTS Field Coordinator (NTSFC), in coordination with TURMAC and/or Local Military Authorities. For the planning purposes before NTS Activities starts, upon approval of security clearances, the service provider's staff is allowed to access to military security zones by notifying local military authorities in advance by FCs.

The Service Provider shall be liable to remedy and cover all costs for damages whatsoever it causes to infrastructure (water, electricity, etc.) superstructure and any other 3rd Parties, during the establishment and operation of the base location/field camps, worksites and all transportation to/from its base location/field camps, worksites and/or minefields, etc. associated with the performance of the contract. Accordingly, the Service Provider shall ensure that all necessary insurances are in place.

### 10. Geographic Information of NTS Activities

The coordinates of the minefield, benchmarks, reference points, evidences, etc. during the NTS activities shall be taken by the GPS, entered in the Geographic Information Analysis System created for NTS and recorded as confidential information.

This system can also be used by TURMAC and UNDP TAT to monitor and track the activities. The system shall be delivered by the Service Provider to TURMAC and UNDP TAT with software security ensured.

#### 11. Meetings

The Service Provider shall provide briefing on NTS activities to the UNDP TAT, TURMAC and other monthly basis on Progress Meetings. Briefing will include NTS work plan progress, completed works, planned works, numeric details, challenges and suggestions.

#### 12. Work Plan

The Proposers are required to submit a workplan as part of their proposals. After contract award, Service Provider's requests for variations on the workday in the approved workplan need to be approved by the UNDP TAT in advance. A revised workplan shall be submitted by the Service Provider within one week after contract signature before commencement of Services.

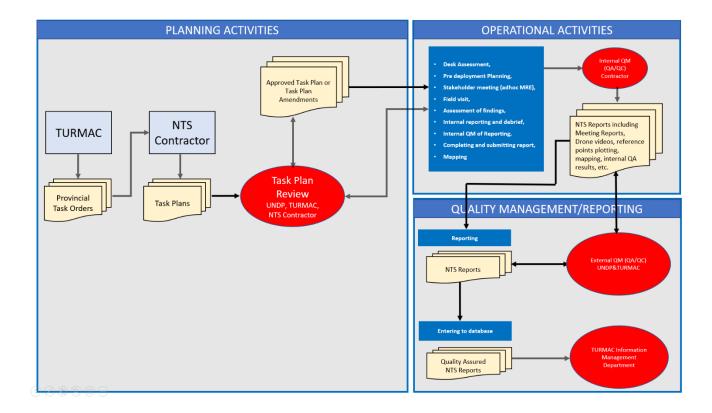
## e. Deliverables and Schedules/Expected Outputs

Target submission dates in below table have been determined considering that the contract will be signed on 01 November 2020. Below schedule is subject to change depending on the actual contract signature date and shall be revised and made integral part of the contract to be signed by the Contractor and UNDP. While the dates are indicative, the proposer should be advised that project will end in December 2022 and the dates must be strictly monitored to ensure timely completion of its contractual obligations.

Activity Number	Activity	Expected Output/Deliverable	Target Submission Date to UNDP for Approval following the contract signature date
		CTIVITIES IN YEAR 2020	
1	Start-up and Completion of Mobilization	Submission of Work Plan Completion of mobilization of personnel and equipment as per contract requirements	Within 1 Month
2	Obtaining Desktop and Operational Accreditation Report	Desktop and Operational Accreditation Report to be issued by TURMAC	Within 2 Months
	Д	ACTIVITIES IN YEAR 2021	
3	Completion of NTS for 320 minefields in the 1 <sup>st</sup> quarter of 2021	320 NTS Reports approved by UNDP and TURMAC	Within 5 Months
4	Completion of NTS for 480 minefields in the 2 <sup>nd</sup> quarter of 2021	480 NTS Reports approved by UNDP and TURMAC	Within 8 Months
5	Completion of NTS for 480 minefields in the 3 <sup>rd</sup> quarter of 2021	480 NTS Reports approved by UNDP and TURMAC	Within 11 Months
6	Completion of NTS for 480 minefields in the 4 <sup>th</sup> quarter of 2021	480 NTS Reports approved by UNDP and TURMAC	Within 14 Months
7	Submission of 2021 Progress Report	Progress Report for year 2021	Within 14 Months
		CTIVITIES IN YEAR 2022	
8	Completion of NTS for 480 minefields in the 1 <sup>st</sup> quarter of 2022	480 NTS Reports approved by UNDP and TURMAC	Within 17 Months
9	Completion of NTS for 480 minefields in the 2 <sup>nd</sup> quarter of 2022	480 NTS Reports approved by UNDP and TURMAC	Within 20 Months
10	Completion of NTS for 480 minefields in the 3 <sup>rd</sup> quarter of 2022	480 NTS Reports approved by UNDP and TURMAC	Within 23 Months
11	Completion of NTS for 302 minefields in the 4 <sup>th</sup> quarter (end of November) of 2022	302 NTS Reports approved by UNDP and TURMAC	Within 25 Months
12	Submission of Final Report	Final Report	Within 25 Months

Details on the duties of the Service Provider and the expected outputs are as follows:

#### 1. NTS Activities



The Non-Technical Survey constitutes the initial phase of the process of land release. The NTS service provider will start to the NTS operation with Task Order provided by TURMAC. The Task Orders contain the required information such as minefields data, historical records, maps, mine accidents data, etc.

There are three products of NTS:

- a. Suspected Hazardous Area (SHA)
- b. Confirmed hazardous Area (CHA)
- c. Canceled Areas

NTS activities are conducted in 8 stages:

- a. Desk Assessment;
  - (1) This activity is comprised of the collection and assessment of the information, documents, maps, sketches available in TURMAC database.
  - (2) A precise desk assessment ensures Survey Teams to possess all information about the land surveyed in advance and make them ready to conduct NTS.
  - (3) Even if this activity takes time and workload, ensures end result of the NTS will be accurate and elaborative.
- b. NTS Planning;
  - (1) This activity will be conducted in coordination and consultation with TURMAC Survey Department and UNDP TAT.

- (2) Planning is carried out in parallel with Desk Assessment. Aims an effective NTS implementation and use of the time in the field in an efficient manner.
- (3) Planning must cover following items;
  - (a) Preparation of NTS Mission approval,
  - (b) Coordinating safe transportation routes to the NTS activity area,
  - (c) The closest medical institutions (Role-1 and Role -2 level) and their constitution of the sketches containing way-distance information,
  - (d) Determination of seasonal and day-nighttime constraints,
  - (e) Coordinating supply/maintenance activities in the long-term NTS process,
  - (f) Evaluation of the general and special safety situation in the work area and its surroundings,
  - (g) Identification of the contact points for the execution of the activity (unit commander, local authorities, landowners and users, mine victims, soldiers and civilians who might have knowledge regarding past of the region, etc.),
  - (h) Determination of communication spots and means (wired, wireless lines, etc.),
  - (i) Determining the equipment needs to be used in the activity,
  - (j) Determination of the need for vehicles suitable for field conditions and coordination with the responsible components,
  - (k) Determination of accommodation places,
  - (l) Obtaining a restricted zone entry permit from different institutions and organizations regarding the components that will participate in the NTS activity when needed,
  - (m) Determination and coordination of the meetings to be held with the relevant civil / military elements about the activity,
  - (n) Planning the distribution of tasks of NTS team member,
  - Approved procedures in NMAS, OSP, SOP and IMAS will be applied for conducting safe, efficient and effective NTS,
  - (p) Identification of any aspects of the survey requiring additional security end safety measures.
- c. Meeting with Local Administration Authorities/Responsible Military Units/Related Local Civil Elements;
  - (1) Determining whether there was any explosion event or finding of evidence in the area contaminated with mine/unexploded ordnance contamination,
  - (2) If there is a finding, identifying local civilian personnel and staff from responsible unit, who can provide clear information related to the finding and who can accompany the NTS team in the field,
  - (3) Review of the records kept by military personnel on mined areas in the area of responsibility by the NTS teams,
  - (4) The meeting must also cover identification of direct / indirect impact of mine / unexploded ammunition contamination to the local community in the vicinity.
  - (5) Adhoc MRE Sessions will be planned and implemented by NTS Teams in the meeting with Local Administration Authorities/Responsible Military Units/Related Local Civil Elements.

#### d. Field Visit:

It is the stage where the analysis and verification of all documents and information obtained until this stage will be carried out.

It is based on the reinterpretation of area contaminated with mines/unexploded ordnance determined by the desk assessment in the light of all available documents and information. By spending enough time in the field, direct / indirect evidence is tried to be determined. It is necessary to record the coordinates of all points that have data nature and take pictures / videos where possible.

The NTS team should be able to draw decision-making conclusions using the following evidence classifications:

### (1) Direct Evidence:

- (a) Most conventional minefields/munition fields are recorded on DA Form 1355; hasty protective row minefields/munition fields are recorded on DA Form 1355-1-R.
- (b) Mine/UXO incidents/accidents that have occurred,
- (c) Visible mine/UXO crater, dead animal or bone residual,
- (d) Mine /UXO technical intervention (detector, mine detection/search dog etc.) to be identified,
- (e) Minefield fences, warning or marking (established by the military unit that set the minefields),
- (f) Information and documentation on minefields whose reliability has been confirmed (Clearance reports, CAS data, etc.).

#### (2) Indirect Evidence:

- (a) Data from previous survey activities,
- (b) Minefield warning and marking (the establisher is unknown),
- (c) Fertile land information not in use,
- (d) Verbal statements of mine/UXO contamination,
- (e) The areas used in the scope of the Fight Against Terrorist.

#### e. Evaluation of Findings:

Following the field visit, the data in the desktop assessment is the phase of the mutual comparison of the data obtained by the NTS team members and the data obtained as a result of the "Local Administration Authorities / Responsible Military Units / Meeting with the Related Local Civil Elements".

As a result of the evaluation, the area alleged to have mine / unexploded ammunition contamination is classified as SHA, CHA or canceled area.

Certification of all information and documents obtained as a result of a detailed analysis is a critical phase of NTS activity. The most important criterion of a successful NTS activity is to reveal all the necessary data about the field with evidence oriented.

#### f. Preparation of the NTS Report:

The Non-Technical Survey Report is prepared by evaluating the information and documents obtained up to this stage. The report contains;

- (1) Detailed evaluation and Opinions/Suggestions for the contaminated areas with mines/unexploded ordnance,
- (2) The meeting minutes related to Local Administrative Authorities, responsible military units, Local civil elements Meetings,
- (3) NTS Report Template in OSP and supportive documents including videos and photos,
- (4) The sketches related to SHA, CHA and canceled areas (Coordinates information must be in UTM, geographical or MGRS.),
- (5) Mine/Unexploded Ordnance incident coordinates information,
- (6) The coordinates of previously cleared and canceled areas,
- (7) Determined Area m<sup>2</sup>: SHA, CHA and canceled areas,
- (8) In sketches, the areas should be defined with filing color codes with 30% transparency; SHA is blue, CHA is red, cancelled/previously cleared in green.
- g. Quality management of NTS Report:

TURMAC and UNDP TAT will monitor the works of the NTS contractor in a manner that allows the NTS contractor to concentrate on executing the NTS contract whilst ensuring the required safety and quality of the work is maintained. The quality of information should be checked where possible through comparisons with direct evidence resulting from technical interventions and monitoring of land.

The NTS reports should be re-checked for confirmation of the quality and accuracy of the information. The NTS Service Provider must prepare and submit their Internal Quality Management Plan to UNDP and TURMAC. The NTS Service Provider shall implement the Internal Quality Plan after approved by UNDP and TURMAC.

The NTS report should be checked by different personnel from other survey teams before it is submitted for approval, and the internal quality process should be carried out by ensuring the elimination of any faulty missing parties, if any.

UNDP and TURMAC shall play External Quality Management role for the NTS activity and the NTS Report. External Quality Management activities as sampling is executed by TURMAC Quality Management Department. The final NTS report will be submitted to UNDP and TURMAC Operation Department for approval.

h. Submission and promulgation of the NTS Report:

After all process, the full NTS report is checked by the sequential supervisors, the report is delivered to the institutions/organizations and military commands concerned with the area that NTS has been conducted.

#### 2. Reporting

Reporting has critical importance to the implementation of the contract. All reports to be submitted to UNDP and TURMAC shall be in English and Turkish, the first copy shall have wet-ink signatures. All NTS process and outputs shall be timely and correctly reported by the NTS Service Provider. The report templates to be submitted by the NTS Service Provider is determined when the contract signed.

In this regard the reports that shall be submitted to UNDP are as follows;

1. Weekly Activity Report: The Service Provider's Project Manager is required to submit Weekly Activity Report to UNDP TAT. In particular, all challenges, problems and reasons for work not being undertaken should be

highlighted. The NTS Weekly Progress Report should also include detailed Information (number of interviews, number of minefields visited etc.) in an Excel Sheet by 16.00 every Saturday.

2. Monthly and Quarterly Status Reports: The Service Provider shall provide to UNDP Project Manager Monthly and Quarterly Status Reports.

The monthly report should detail all operations and certify to the best of the Service Provider's ability that the required minimum standards are being achieved. This report should be sent on 5<sup>th</sup> of every month and shall include, as a minimum:

- Organization and Personnel Status (leave, sick, etc.),
- Training matters.
- Logistic and administrative issues, including the serviceability of main equipment and vehicle status of NTS service provider. Detailed reports regarding equipment non-performance.
- A section of the report should explain how NTS was carried out and what corrective actions were taken to improve the overall process.
- Incident and/or accident status (If any).
- Statistics such as:
  - Number of interviews.
  - o The minefield list visited in detail (Province, district, command etc.),
- Safety and Security (Awaiting clearance),
- Comments and Recommendation
- 3. NTS Report: The Service Provider is required to certify that "all reasonable effort" has been applied in accordance with IMAS, NMAS, and OSP to establish confidence on the areas where NTS activities conducted in line with abovementioned documents. The UNDP TAT and TURMAC Survey Department have the right to inspect the accuracy by post-sampling (if necessary), marking, Geographic Information System (GIS) figures as indicated in reports and eventually NTS Reports.
- 4. Final Report: The Service Provider shall submit a written final report to UNDP within two (2) weeks after the end of the Contract in English and Turkish. This report will include:
  - A detailed narrative of the sequence of events through the life of the contract.
  - Tables similar to those of the Monthly Reports.
  - A summary table of the completed work including total areas surveyed, canceled, added etc. (the template of the summary table will be shared during the contract).
  - Comments, explanations or suggestions, which may be relevant or necessary for future demining activities
  - Lessons Learned: At the end of the contract, the Service Provider is required to provide an objective
    and detailed analysis of the NTS process used and its effectiveness. Of particular interest is the
    accuracy of the minefield records. This will help determine future phases of work. UNDP TAT will
    discuss with the NTS Service Provider the topics to be covered as the work develops but well before
    its conclusion. The lessons learned report may form part of the post project report, but it shall be a
    distinct part of it.

# f. Key Performance Indicators and Service Level

KPI Number	Key Services Required	Minimum Standard of Services Acceptable	Corrective Actions / Contractual Remedies if the service level is not met
1.	Timely Mobilization of all resources	All resources including temporary facilities, equipment, vehicles and personnel stipulated in the ToR are timely mobilized with a minimum requested standard and in accordance with the approved workplan of the NTS Service Provider within 30 days after contract signature.	UNDP TAT will closely monitor the activities performed by the service provider pursuant to contract signature.  Service Provider shall complete full mobilization within 30 days after contract signature, the maximum number of days of delay is 10 days, after which UNDP may terminate the contract.
2.	Obtaining accreditation Certificate	Accreditation Certificate shall be obtained within 60 days after contract signature.	UNDP TAT will officially follow up the process to ensure timely issuance of the certificate.
3.	Availability of NTS team capacity to be tasked according to the NTSplan of the contractor	All staff shall be available and operationally accredited, ready and maintained for operations over the course of the contract as per the RFP requirements and technical proposal and/or the revised workplan (approved) submitted by the NTS Service Provider	As per the liquidated damage section of the RFP, in case there is an unavailable staff (Project Manager, GIS and Information Manager and NTS Surveyor) as per the approved workplan,\$ 1000 (a thousand dollars) will be imposed for each unavailable staff for each day.
4.	Availability of Equipment and devices	All equipment and devices shall be made available over the course of the contract.	In case of any defect or malfunction detected by UNDP, the malfunction shall be repaired, or the equipment shall be replaced within 3 working days by NTS Service Provider.
5.	The Reports	The Reports shall be submitted to UNDP as per the standards and the timeframes stipulated in the ToR.	UNDP will stay in constant touch with the Service Provider to ensure timely receipt of the reports. The progress payment report will not be accepted by UNDP unless the reports are

			submitted as per the standards and the timeframes stipulated in ToR.
6.	Information Data Verification	The NTS Reports submitted by the contractor shall be verified and forwarded to TURMAC and UNDP as per the standards stipulated in the ToR.	UNDP will stay in constant touch with the Service Provider to ensure timely and accurate receipt of the reports. The progress payment report will not be accepted by UNDP unless the reports are submitted accurately as per the standards and the timeframes stipulated in ToR.
7.	NTS Reports Submission	The number of NTS Reports to be submitted are clearly explained in item e. "Deliverables and Schedules/Expected Outputs"	UNDP will stay in constant touch with the contractor to ensure timely submission of NTS reports as stipulated in Section e. Deliverables and Schedules/Expected Outputs. In case of failure to complete 3502 NTS reports due to poor performance/negligence of the Service Provider, UNDP will impose USD 750 for each uncompleted NTS for each Minefield and deduct the amount from the Final Payment to be made to the Service Provider at the end of the contract.

#### g. Governance and Accountability

UNDP is the contracting authority for the subject contract and the Service Provider will be directly accountable to UNDP. Operational Reporting shall be made to UNDP through NTS Service Provider and UNDP will work in close consultation and coordination with TURMAC.

#### Responsibilities:

Activity	NTS Service Provider	UNDP TAT	TURMAC
Coordination of tasking		X	Х
Accreditation of NTS Service provider		X	Х
Provision of office facilities of NTS Service Provider	X		
Provision of operational equipment	X		
Management of equipment of NTS Service Provider	X		
Repair and maintenance of equipment of NTS Service Provider	Х		
External QA/QC of NTS Service Provider		Х	Х
Supervision and internal QA of monitoring and evaluation procedures	Х		
Provision of communications between NTS areas and UNDP	Х		
NTS Service Provider's Personnel administration to include pay, insurance, leave, movement	Х		
NTS Service Provider's Payment of operating costs directly related to the internal administration	Х		
Provision of Insurance i.e. third party, Service Provider's personal and the service provider's liability	Х		
Arrangement for entry visas for Service Provider's personnel	Х		
Provision of Security ID cards for Service Provider's personnel		Х	Х

#### h. Facilities to be provided by UNDP

The NTS Service Providers head office shall be located in Ankara at a central location.

UNDP, in consultation and coordination with TURMAC is responsible for all liaison with local authorities and the Service Provider. Service Provider shall directly report to UNDP TAT.

The Service Provider shall make provision for their own accommodation and office facilities, with all costs borne by itself.

For all equipment that belongs to the Service Provider, it shall be the Service Provider's responsibility to arrange for storage, movement of equipment into and out of Turkey and subsequent internal movement. UNDP will endeavor to assist with the process.

#### i. Expected duration of the contract/assignment

#### 1. Duration

The contract is expected to be signed in November 2020 and expire in December 2022. Contract signature might be delayed according to the status of COVID-19. Assignments shall be completed by the service provider, by the end of November 2022 allowing time to UNDP for final acceptance and effecting final payment to the service provider by the Contract expiry date.

2. NTS Season/Works Days/Average Days per month

A workweek will consist of six days, Monday – Saturday (both inclusive). UNDP, depending on local conditions, may approve requests for variations on the workday/week when an official request from the Service Provider is received by UNDP in advance.

In Eastern and Southeastern provinces of Turkey, winters are cold and harsh. The NTS activities can be normally conducted from March to December. On the other hand, in Southern provinces of Turkey such as Hatay, Kilis, Gaziantep, winters are moderate and NTS activities can be conducted all year. Proposers should propose a work plan considering aforementioned fact.

It is expected that Survey teams will work a full day in accordance with the Turkish Labor Law No. 4857 and organizational SOPs of the service provider, approved by UNDP. NTS rates will be monitored by the UNDP and TURMAC Survey Department and any variation in NTS rates due to security and technical reasons must be approved by UNDP TAT in coordination with TURMAC.

## j. Duty Station

The duty stations of the NTS Service Provider and Survey Teams are the minefields listed in Annex-A, as provided by TURMAC. The management staff of the Service Provider shall manage and coordinate contract activities in an office in Ankara throughout the contract duration. This will include providing administrative and logistics by the Service Provider at its own cost.

#### k. Professional Qualifications of the Successful Contractor and its key personnel

The Service Provider is responsible for the provision of suitably qualified and experienced personnel to complete the contract as per the qualification criteria stipulated in the Section. All staff, national & international will be subject to security clearance provided by the Government of Turkey.

The Service Provider's staff shall be composed of:

- 1 x NTS Project Manager
- 1 x GIS and Information Officer
- 4 x National NTS Teams. Each team shall be composed of 2 NTS Surveyors

The primary responsibilities and minimum qualification of NTS Service provider's "Key Personnel" are as follows;

#### a) One NTS Project Manager

- The Project Manager will manage all contract activities and be the liaison between UNDP, TURMAC and NTS service provider's head office.
- The Project Manager will elaborate the task plans and related documents as described in this RFP.
- Oversight of all administrative, financial and budgetary aspects of the contract in line with the application of UNDP rules and regulation.
- Establish good relations with the local authorities, military, and people as well as those living close to the task area.

#### Minimum Qualifications required for Project Manager

Bachelor's Degree in business administration, management, product, process, industrial engineering, military engineering or relevant fields and master's degree considered as an asset

Minimum 12 years of general professional experience and additional years considered as an asset

Minimum 7 years of specific experience relevant to the assignment i.e. Mine Action, Non-Technical Survey, Demining Services, Internal Quality Management in similar high-risk operations

Advanced spoken and written English

Certification for Medical fitness.

Certification of training and experience on Non-Technical Survey.

### b) One GIS and Information Officer

- GIS and Information Officer shall ensure that all required documentation as per this TOR is accurately completed daily, weekly and monthly,
- Annotate GIS into task plans,
- Coordinate minefield data with Turkish Mine Action Center (TURMAC) Information Management and Survey Departments and provide to survey teams,
- During NTS Desk Assessment support the survey teams in data conversion, if necessary, turn diverse
  data from different sources into standardized computer formats for use,
- Provide the additional data for surveys teams during field survey as necessary,
- Assist the survey teams on for preparation of NTS Report and assure the quality of all figures, maps and other data collected and recorded from the field,
- Check collected GPS data and figures related to minefield (such as sqm area CHA/SHA, coordinates of reference points, etc.) from operational on a daily basis,
- Check the figures in operational reports,
- Assist the Survey Teams on GIS related challenges/problems both in the field and in the office for reporting,
- Upload all required documentation onto server,
- Ensure that all original NTS files are handed over to UNDP and TURMAC,
- Create and maintain NTS database.

#### Minimum Qualifications required for GIS and Information Technology (IT) Officer

Secondary School Degree in the survey, geophysics, topography, computer software, computer hardware or relevant field. Higher education is considered as an asset.

Minimum 7 years of general professional experience and additional years are considered as assets.

Minimum 3 years of specific GIS Experience with certificates such as IMSMA, QGIS or Turkish Military CAS

Minimum 3 years of specific Mine Action Experience relevant to the assignment

Intermediate level spoken and written English

Certification for Medical fitness in accordance EBMCS19

#### c) Four National NTS Teams. Each team shall be composed of two surveyors

- Conducting 8 stages of NTS activities in line with IMAS, EBMCS, OSP and Standard Operating Procedures (SOP) under supervision of PM,
- Conduct the NTS desk assessment by analyzing the data derived from forms, sketches, maps and other documents,
- Communicate and make interviews with local civilian, military, public institutions and authorities (police, military, provincial authorities etc.,) and analyze the information gathered from them,
- Visit the minefields and inspect the suspected area in the field,
- Determine the Suspected Hazardous Area (SHA) and the Confirmed Hazardous Area (CHA) according to direct and indirect evidences,
- Communicate and make an interview with former military staff and analyze the information gathered from them,
- Communicate with the mine victims and analyze the information gathered from them,
- Determine type and location of contamination in the field,
- Define, as far as possible, the perimeter of the actual hazardous areas, without physical intervention or use of clearance or verification assets,
- Finalize NTS work by consulting PM,
- Complete NTS Report including;
  - o What NTS activity was conducted, and where, forming inputs to subsequent planning processes,
  - Provide recommendations for the definition of SHAs/CHAs, including, where appropriate and justified on the basis of "all reasonable effort", the cancellation of some or all of the area of existing SHAs/CHAs,
  - Provide recommendations for further NTS or technical action, including, where appropriate, details of recommended asset types and methodologies,

#### **Minimum Qualifications required for National NTS Surveyors**

Associate degree and national certificate from Turkish Army, Navy, Air Force or Gendarmerie Engineering Schools. Higher Education and International Certificates considered as an asset.

Minimum 10 years of general professional experience and additional years considered as an asset.

Minimum 3 years of specific Experience relevant to the assignment i.e. Mine Action, Demining Services, Quality Management in similar high-risk operations.

Advanced spoken and written Turkish and basic English.

Certification for Medical fitness in accordance EBMCS19

10 years military engineer experienced

Please note that, CVs of above listed personnel shall be submitted along with the proposal.

## I. Schedule of Payments

Contract price is a fixed output-based price regardless of extension of the herein specific duration. Contractor shall not be entitled to receive any additional payment beyond the Contract Amount.

The Service Provider registered and based in Turkey shall be paid in TRY through conversion of the USD amount by the official UN exchange rate valid on the date of money transfer. The Service Provider registered and based in another country shall be paid in USD.

Payments will be affected to the contractor on percentage basis in line with the milestones listed in the following table, upon acceptance of deliverables by UNDP.

Activity Number	Activity	Expected Output/Deliverable	Percentage out of the total contract amount	Target Submission Date to UNDP for Approval following the contract signature date
		ACTIVITIES IN YEAR 2020	Γ	
1	Start-up and Completion of Mobilization	Submission of Work Plan Completion of mobilization of personnel and equipment as per contract requirements	%10	Within 1 Month
2	Obtaining Desktop and Operational Accreditation Report	Desktop and Operational Accreditation Report to be issued by TURMAC		Within 2 Months
		ACTIVITIES IN YEAR 2021		
3	Completion of NTS for 320 minefields in the 1 <sup>st</sup> quarter of 2021	320 NTS Reports approved by UNDP and TURMAC	%7	Within 5 Months
4	Completion of NTS for 480 minefields in the 2 <sup>nd</sup> quarter of 2021	480 NTS Reports approved by UNDP and TURMAC	%10	Within 8 Months
5	Completion of NTS for 480 minefields in the 3 <sup>rd</sup> quarter of 2021	480 NTS Reports approved by UNDP and TURMAC	%10	Within 11 Months
6	Completion of NTS for 480 minefields in the 4 <sup>th</sup> quarter of 2021	480 NTS Reports approved by UNDP and TURMAC	%10	Within 14 Months
7	Submission of 2021 Progress Report	Progress Report for year 2021		Within 14 Months
	T	ACTIVITIES IN YEAR 2022	T	
8	Completion of NTS for 480 minefields in the 1st quarter of 2022	480 NTS Reports approved by UNDP and TURMAC	%10	Within 17 Months
9	Completion of NTS for 480 minefields in the 2nd quarter of 2022	480 NTS Reports approved by UNDP and TURMAC	%10	Within 20 Months
10	Completion of NTS for 480 minefields in the 3rd quarter of 2022	480 NTS Reports approved by UNDP and TURMAC	%10	Within 23 Months
11	Completion of NTS for 302 minefields in the 4 <sup>th</sup> quarter of 2022	302 NTS Reports approved by UNDP and TURMAC	%7	Within 25 Months
12	Submission of Final Report	Final Report	%16	Within 25 Months
		TOTAL	%100	

#### m. Additional References and Resources

### 1. Administration and Logistics

#### a) Minefields Information

After contract signature, the details of the minefields where NTS will be conducted shall be given to UNDP by TURMAC with the Task Orders which will include:

- Details of the tasks to be undertaken
- Relevant minefield records, where they exist.

UNDP as the employer, does not warrant the accuracy or completeness of the above documentation. The service provider shall undertake its own research and assessments. Until the Task Orders are given to the service provider, the classification of documents (maps, sketches, etc.) are classified at TURMAC and as soon as the Task Orders are given to the service provider, classification shall be degraded as "unclassified".

During the tender process, all available information will be accessible for viewing at the TURMAC or UNDP, no documents can be removed or copied by the prospective proposers.

All minefield data used or generated as part of NTS works remains the property of the Government of Turkey, will be treated as confidential and will be delivered only to authorized officials of TURMAC after completion of work.

#### b) Liaison with the NTS Contractor

Strong liaison between the UNDP, TURMAC and NTS Service Provider is a prerequisite for successful implementation of the contract. TURMAC has no managerial role over the NTS contractor, all coordination and NTS Report approval process shall be conducted through UNDP NTS Field Coordinator.

UNDP and TURMAC will liaise continuously with the NTS contractor. The NTS contractor will be allowed to execute the contract without undue interference but will be required close oversight of the work to ensure successful completion of the contract. The NTS contractor shall also cooperate fully with the Local Military and Public Authorities.

#### c) Local Legislation

It is the responsibility of the Service Provider to abide by all applicable Turkish Legislation. The Proposers shall ensure that they have thoroughly examined all relevant laws/regulations before submitting their proposals to undertake the work set out in the contract, including but not limited to:

- Local employment law
- Work permit regulations
- Explosive regulations
- Import/Export regulations.

The Service Provider shall not be entitled to any payment due to its failure to comply with and/or factor to its price, any issue relating to local legislation.

#### d) ID cards and entry documentation

In coordination with TURMAC through UNDP Field coordinator, the Service Provider is responsible for arranging all ID cards and entry documentation for staff as required.

#### e) Security

The Service Provider shall sign a security protocol with the relevant local military authority that regulates the security, entrance /exit procedure and NTS staff behavior policy in the first-degree military security zone. The Service Provider's staff must follow the local military authority's Security Protocol. This protocol regulates the rules that must be obeyed in the Primary Military Forbidden Zones.

#### f) UNDP Technical Assistance Team (TAT)

UNDP TAT will be available for the duration of the contract. UNDP TAT will act as the contracting authority towards the demining contractor, NTS service provider, TURMAC, Land Forces Command and local public/military authorities for the issues related to contract implementation.

g) Project Progress Coordination Meeting (PPCM)

The PPCM is a group of HMA experts composed of representatives from TURMAC, UNDP TAT, NTS Service Provider. The PPCM will evaluate the plans and coordinate to ensure safe, efficient, and effective execution of all NTS activities on the project. The PPCM will be chaired by UNDP. In normal this group meets once in a month in Ankara, but in case of necessity, the group can meet and conduct extraordinary PPCM meeting.

#### h) Contractor Provided Inputs

The capacity provided by the Service Provider shall be fully self-sustainable and flexible with regard to carrying out operations, management, administration, logistics, medical support and training where required by UNDP.

The Service Provider shall provide suitable accommodation to its staff in aforementioned provinces/districts where minefields are located, all running costs associated with the contract, though not limited to, such as drinking water, food, fuel, electricity are to be borne by the Service Provider. The service provider shall be responsible to get all required permits and cover all associated costs (such as internet, water and electricity subscription, etc.).

The Service Provider shall provide all vehicles, equipment, material and services not expressly detailed above, but required for the successful performance of the contract, with all costs borne by itself.

i) Importation Documents, Visas and Work Permits

It is the Service Provider's responsibility to complete the importation/registration of equipment and vehicles to Turkey and obtain work permits for its staff who will be operating under this contract.

It is not possible to import any machinery, materials, consumables, etc. for and on behalf of UNDP or TURMAC.

j) Insurances

The Service Provider shall take out all risk insurance (Refer to Clause 8 of UNDP General Conditions of Contract for Services) and other requirements laid out in IMAS, NMAS and OSP as follows:

**Personal Accident Insurance:** All staff employed by the Service Provider shall be provided with insurance coverage at no cost to the individual. The coverage shall include;

- Coverage for trauma orientated injuries and death.
- The minimum amount of compensation for total permanent disablement and death shall be 100.000
- Partial permanent disablement should be compensated according to the percentage of impairment and disability.
- Temporary complete and partial impairment and disability should be compensated on a weekly indemnity basis.

**Medical Insurance:** Sufficient to pay for all medical costs in Turkey or elsewhere, including but not limited to the cost of air transport to an appropriate medical facility and repatriations to the employee's country of origin if required.

**Public Liability Insurance:** (Refer to Clause 8 of UNDP General Conditions of Contract for Services). To cover the offeror in the event that they are sued by a third party who feels that they have suffered a loss as a result of the service provider's negligence (lack of care). Minimum level of cover shall be US\$2 million for any single occurrence.

#### k) Communications and Public Relations

The NTS Service Provider shall set up an effective and reliable communications network to enable immediate contact between, as a minimum, the operations center (head office), all task sites, UNDP and TURMAC. NTS activities shall not start until communications have been established.

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

#### I) Environment

The minefields in border areas are within military forbidden zones and are not accessible to general public. On the other hand, the minefields in hinterland are located around the military bases or former military bases not in use. In general, the land is unused with access roads and dirt tracks along the border with fence lines erected along mined areas. Damage to the existing environment is to be limited to the minimum practicable. Where significant damage is unavoidable, required remedy should be undertaken. The Service Provider shall not unnecessarily dig holes in the terrain for any purposes other than those required to locate mines as a matter of safety.

The Service Provider shall give importance to "mitigation of environmental damage and impact". Precautions shall be taken against any potential fire in the region. All precautions to prevent start of fire shall be taken by the service provider.

## m) Weather condition in the region

The Service Provider must take into account the weather conditions both in the planning and execution phases of the NTS activities. Related statistics and information can be complied from "General Directorate of Meteorology of Turkey" (https://www.mgm.gov.tr/veridegerlendirme/il-ve-ilceler-istatistik.aspx?k=A&m).

#### n) Disposal of Scrap

It is strictly forbidden for the NTS Teams to take any scrap from the First-Degree Military Security Zone. Any general scrap recovered during the NTS process is to be submitted to the Local Military Commands and recorded officially.

#### o) Interpretation and translation

The NTS Service Provider is responsible for providing any interpretation or translation services to meet the operational requirement.

#### p) Conflict of interest and confidentiality

The NTS Service Provider and its staff shall not engage in any activities that may conflict with their independence, judgment and integrity in relation to their observations, inspections, and evaluations.

#### q) Demobilization

The Service Provider shall plan and cost for demobilization upon conclusion of the work specified above.

#### r) Removal of Worksites

In coordination with the local military authorities, before the Service Provider demobilizes, all worksites and locations used shall be cleared and returned, to the condition as the local military authorities' demand.

#### 2. Definition and Terminology

International Mine Action Standards (IMAS) 4.10 and Turkish National Mine Action Standards (NMAS) 4.10 will be used for the definitions and terminology of this TOR. Some definitions and terminology mostly used in these terms of reference are in below:

#### Accreditation (2009)

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

Note: For most mine action programmes, the **NMAA** will be the body which provides accreditation. International organisations such as the United Nations or regional bodies may also introduce accreditation schemes.

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

#### All reasonable effort (2013)

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

#### Cancelled Area/Cancelled land(2013)

A defined area concluded not to contain evidence of mine/ERW contamination following the non-technical survey of a SHA/CHA.

#### Clearance (2013)

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

#### Cleared area (2013)

A defined area cleared through the removal and/or destruction of all specified **mine** and **ERW** hazards to a **specified depth**.

#### Confirmed Hazardous Area (CHA) (2013)

refers to an area where the presence of mine/ERW contamination has been confirmed on the basis of direct evidence of the presence of mines/ERW.

#### Contractor (2009)

any organisation (governmental, non-government or commercial entity) contracted to undertake a mine action activity. The organisation liable under contract responsible for the conduct of the overall contract is referred to as the 'prime contractor'. Other organisations or parties the prime contractor engages to undertake components of the larger contract are referred to as 'sub-contractors'. Sub-contractors are responsible to the prime contractor and not to the principal.

#### **Deminer** (2009)

a man or woman qualified and employed to undertake **demining** activities on a **demining worksite**.

#### **Demining - humanitarian demining**

activities which lead to the removal of **mine** and **ERW hazards**, including **technical survey**, mapping, **clearance**, **marking**, post-clearance documentation, **community mine action liaison** and the **handover** of **cleared land**. Demining may be carried out by different types of organisations, such as NGOs, commercial companies, national **mine action** teams or military units. Demining may be emergency-based or developmental.

Note: in **IMAS** standards and guides, mine and ERW **clearance** is considered to be just one part of the demining process.

Note: in IMAS standards and guides, demining is considered to be one component of mine action.

Note: in IMAS standards and guides, the terms demining and humanitarian demining are interchangeable.

#### Destroy (destruction) in situ - blow in situ (2009)

the destruction of any item of ordnance by explosives without moving the item from where it was found, normally by detonating an explosive charge alongside.

#### Deflagration

a fire in which a flame travels rapidly, but at subsonic speed, through a gas. Deflagration is an explosion in which the speed of burning is lower than the speed of sound in the surroundings.

#### **Explosive Ordnance (EO)**

all munitions containing **explosives**, nuclear fission or fusion materials and biological and chemical agents. This includes bombs and warheads; guided and ballistic missiles; artillery, mortar, rocket and small arms **ammunition**; all **mines**, torpedoes and depth charges; pyrotechnics; clusters and dispensers; cartridge and propellant actuated devices; electro-explosive devices; clandestine and improvised explosive devices; and all similar or related items or components explosive in nature. [AAP-6]

#### **Explosive Ordnance Disposal (EOD) (2005)**

the detection, identification, evaluation, render safe, recovery and disposal of EO. EOD may be undertaken:

- as a routine part of **mine clearance** operations, upon discovery of **ERW**;
- to dispose of ERW discovered outside hazardous areas, (this may be a single item of ERW, or a larger number inside a specific area); or
- to dispose of **EO** which has become hazardous by deterioration, damage or attempted **destruction**.

#### **Explosive Remnants of War (ERW) (2005)**

Unexploded Ordnance (UXO) and Abandoned Explosive Ordnance (AXO). (CCW protocol V).

#### **Explosives**

a substance or mixture of substances which, under external influences, is capable of rapidly releasing energy in the form of gases and heat. [AAP-6]

#### Handover (2009)

the process by which the beneficiary (for example, the **NMAA** on behalf of the local community or land user) receives and accepts land which was previously suspected of containing an explosive hazard but which has subsequently had this suspicion removed, or reduced to a tolerable level, either through **non-technical survey**, **technical survey** or **clearance**.

### Handover certificate (2009)

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

#### International Mine Action Standards (IMAS) (2009)

documents developed by the UN on behalf of the international community, which aim to improve safety, quality and efficiency in mine action by providing guidance, by establishing principles and, in some cases, by defining international requirements and specifications.

Note: They provide a frame of reference which encourages, and in some cases requires, the sponsors and managers of mine action programmes and projects to achieve and demonstrate agreed levels of effectiveness and **safety**.

Note: They provide a common language and recommend the formats and rules for handling data which enable the free exchange of important information; this information exchange benefits other programmes and projects, and assists the mobilisation, prioritisation and management of resources.

#### Land release (2013)

in the context of **mine action**, the term describes the process of applying all reasonable effort to identify, define, and remove all presence and suspicion of **mines/ERW** through **non-technical survey**, **technical survey** and/or **clearance**. The criteria for "all reasonable effort" shall be defined by the **NMAA**.

#### Marking

emplacement of a measure or combination of measures to identify the position of a **hazard** or the boundary of a **hazardous area**. This may include the use of signs, paint marks etc., or the erection of physical barriers.

#### Marking system

an agreed convention for the marking of hazards or hazardous areas.

#### Mechanical demining operations (2007)

refers to the use of **machines** in demining operations and may involve a single **machine** employing one **mechanical tool**, a single machine employing a variety of tools or a number of machines employing a variety of tools.

#### Mine action (2009)

activities which aim to reduce the social, economic and environmental **impact** of **mines**, and **ERW** including **unexploded sub-munitions**.

Note: Mine action is not just about demining; it is also about people and societies, and how they are affected by landmine and ERW contamination. The objective of mine action is to reduce the risk from landmines and ERW to a level where people can live safely; in which economic, social and health development can occur free from the constraints imposed by landmine and ERW contamination, and in which the victims' different needs can be addressed. Mine action comprises five complementary groups of activities:

- MRE;
- humanitarian demining, i.e. mine and ERW survey, mapping, marking and clearance;
- victim assistance, including rehabilitation and reintegration;
- stockpile destruction; and
- advocacy against the use of APM.

Note: A number of other enabling activities are required to support these five components of mine action, including: assessment and planning, the mobilisation and prioritisation of resources, information management, human skills development and management training, QM and the application of effective, appropriate and safe equipment.

#### Mine clearance

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

#### Mine Detection Dog(s) (MDD)

a dog trained and employed to detect mines, ERW and other explosive devices.

#### Mined area

an area which is dangerous due to the presence or suspected presence of mines. [APMBC]

#### Minefield

an area of ground containing mines laid with or without a pattern. [AAP-6]

### National Mine Action Authority (NMAA) (2009)

the government entity, often an inter-ministerial committee, in a mine-affected country charged with the responsibility for the regulation, management and coordination of **mine action**.

Note: In the absence of a **NMAA**, it may be necessary and appropriate for the UN, or some other recognised international body, to assume some or all of the responsibilities, and fulfil some or all the functions, of a MAC or, less frequently, an NMAA.

#### **National Mine Action Standards (NMAS)**

National Mine Action Standards (NMAS) are developed to customize the International Mine Action Standards (IMAS) to fit the environment and context of Turkey. They are intended to:

- regulate mine action
- improve safety and efficiency
- provide common agreed levels of performance
- improve coordination
- ensure national capacity building and national ownership
- ensure confidence in mine action
- assist states in meeting their treaty obligations

#### Non-Technical Survey (NTS) (2013)

NTS refers to the collection and analysis of data, without the use of technical interventions, about the presence, type, distribution and surrounding environment of mine/ERW contamination, in order to define better where mine/ERW contamination is present, and where it is not, and to support land release prioritization and decision-making processes through the provision of evidence.

#### **Personal Protective Equipment (PPE)**

all equipment and clothing designed to provide protection, which is intended to be worn or held by an employee at work and which protects him/her against one or more **risks** to his/her **safety** or **health**.

#### Quality Assurance (QA) (2005)

part of QM focused on providing confidence that quality requirements will be fulfilled. [ISO 9000:2000]

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

#### **Quality Control (QC)**

part of QM focused on fulfilling quality requirements. [ISO 9000:2000]

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

#### **Quality Management (QM)**

coordinated activities to direct and control an organization with regard to quality. [ISO 9000:2000]

#### Residual risk

is the risk remaining following the application of all reasonable effort to identify, define, and remove all presence and suspicion of mines/ERW through non-technical survey, technical survey and/or clearance.

#### Reduced Area/Reduced Land (m2) (2013)

A defined area concluded not to contain evidence of mine/ERW contamination following the technical survey of a SHA/CHA.

#### Suspected Hazardous Area (SHA) (2013)

an area where there is reasonable suspicion of mine/ERW contamination on the basis of indirect evidence of the presence of mines/ERW.

## **Technical Survey (TS) (2013)**

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

#### **Unexploded Ordnance (UXO)**

EO that has been primed, fuzed, armed or otherwise prepared for use or used. It may have been fired, dropped, launched or projected yet remains unexploded either through malfunction or design or for any other reason.

#### Verification

confirmation, through the provision of objective evidence that specified requirements have been fulfilled. [ISO 9000:2000]

# Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

## **Technical Proposal:**

Have you duly completed all the Returnable Bidding Forms?	
<ul><li>Form A: Technical Proposal Submission Form</li></ul>	
<ul><li>Form B: Bidder Information Form</li></ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul><li>Form D: Qualification Form</li></ul>	
<ul><li>Form E: Format of Technical Proposal</li></ul>	
<ul><li>Form H: Proposal Security Form</li></ul>	
<ul> <li>Form I: Security Clearance Application Form for Site Visit Attendees</li> </ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

## **Financial Proposal**

(Must be submitted as password protected documents through e-tendering)

Form F: Financial Proposal Submission Form	
Form G: Financial Proposal Form	

## Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name:	
Title:	
Date:	
Signature:	
3	

[Stamp with official stamp of the Bidder]

# Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	$\square$ Yes $\square$ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (provide a Copy of the valid Certificate with your proposal):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (provide a Copy of the valid Certificate with your proposal):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact	Name and Title: [Complete]
for requests for clarification during Proposal evaluation	Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul> <li>Company Profile, which should not exceed fifteen (15) pages.</li> <li>Certificate of Incorporation/ Business Registration</li> <li>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>Trade name registration papers, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Signature Circular / Power of Attorney</li> <li>Quality Assurance Certificates (e.g. ISO 9000 or Equivalent)</li> </ul>

## Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

## Name of leading partner

(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)

[Complete]

Proposers shall attach **Notarized copy of JV/Consortium/Association agreement** signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

## Form D: Qualification Form

Name of Proposer:	[Insert Name of	Date:	Select date
	Proposer]		
RFP reference:	[Insert RFP Reference Number]		

# **Historical Contract Non-Performance**

☐ Contract non-performance did not occur for the last 3 years						
☐ Contrac	t(s) not performed fo	or the last 3 years				
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)			
		Name of Client:  Address of Client:  Reason(s) for non-performance:				

# **Litigation History** (including pending litigation)

☐ No litigation history for the last 3 years								
☐ Litigatio	☐ Litigation History as indicated below							
Year of	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)					
dispute	dispute (iii 03\$)		(Current value in 03\$)					
		Name of Client:						
		Address of Client:						
		Matter in dispute:						
		Party who initiated the dispute:						
		Status of dispute:						
		Party awarded if resolved:						

## **Previous Relevant Experience**

Please list only previous similar assignments successfully implemented in the last 10 years.

List only those assignments for which the Proposer was legally contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Contract Start Date and End Date and status	Types of activities undertaken

Proposers shall convert the currency quoted in the "Certificate of Completion" **into USD**, in accordance with the prevailing UN operational rate of exchange on the contract date stated by "Certificate of Completion". UN operational rate of exchange are available at the following website: <a href="https://treasury.un.org/operationalrates/OperationalRates.php#E">https://treasury.un.org/operationalrates/OperationalRates.php#E</a>

Proposers shall submit Work Completion Certificates or Reference Letters from Client which shall include (at minimum) the information recorded in above table in order to be considered as documentary evidences. In case there is any discrepancy between the information recorded in above table and the information declared in the Work Completion Certificate; Work Completion Certificate shall prevail.

Note: Ongoing contracts will be accepted as long as the proposers submit Certificates/Reference Letters for the Completed Portion of the Works/Services which shall correspond to Minimum Qualification Requirements.

## **Financial Standing**

Annual Turnover for the last 5 years	Year	USD	
(2015, 2016, 2017, 2018 and 2019)	Year	USD	
	Year	USD	
	Year	USD	
	Year	USD	
Latest Credit Rating (if any), indicate the source			

Financial information (in US\$ equivalent)	Historic i	nformation fo	r the last 3 years (	2017, 2018 and	2019)
	Year	Year	Year	Year	Year
		Informa	tion from Balance	Sheet	
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
		Informatio	on from Income Sto	itement	
Total / Gross Revenue (TR)					
Profits Before Taxes (PBT)					
Net Profit					
Current Ratio					

For USD Equivalent, Proposers shall convert the currency into USD by using the UN operational rate of exchange which was effective for December 31st of each corresponding year. UN operational rate of exchange are available at the following website: <a href="https://treasury.un.org/operationalrates/OperationalRates.php#E">https://treasury.un.org/operationalrates/OperationalRates.php#E</a>

Proposers shall submit the copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Proposer, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.
- d) Proposers whose accounts have not yet been audited for 2019, shall submit audited financial statements for 2014, 2015, 2016, 2017 and 2018.

## Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Proposer's proposal should be organized to follow this format of Technical Proposal. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

## SECTION 1: Proposer's qualification, capacity and expertise

This section should demonstrate the proposer's qualification, capacity and expertise to perform contract activities. Following table has been provided as a guidance to help proposers outline Section 1 of their technical proposals.

1.1	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted							
	1.1.1	1.1.1 Management Structure and Organigram (Is it sound and relevant with the requirements?						
	1.1.2 Age of Firm							
	1.1.3	1.1.3 Financial Stability and Project Financing Capacity						
		Average annual turnover for the last 3 years (i.e. 2016, 2017, 2018)						
	1.1.4	1.1.4 Project management control mechanisms, the strength of project management support						
	1.1.5	1.1.5 Provision of a list of key equipment and systems to be used; with names of manufacturer and model type						
1.2	The relevance of specialized knowledge and experience on similar engagements.							
1.3	Quality as	surance procedures and risk mitigation measures						
1.4	Organizat	ional Commitment to Sustainability						

## SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?
2.2	A detailed description of the approach and methodology for how the Proposer will achieve the Terms of Reference of the contract, keeping in mind the appropriateness to local conditions and project environment. Details on how the different service elements shall be organized, controlled and delivered
2.3	Regarding internal quality assurance/quality control plan;

	The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.
	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement
2.4	Assessment of the work plan including whether the activities are properly sequenced and if these are logical and realistic and prepared in line with the contract's time plan and List of personnel to be assigned for the entire contract period by elaborating on number and position of personnel to be assigned for each activity and the duration to be invested by each personnel for completing each activity" (Provide a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing)
2.5	NTS Training Plan including Curriculum; Proposer will give NTS training to the NTS surveyors and certify them before the desk-top accreditation. NTS training plan will include the curriculum (approx. 10 days), instructors' names, their qualification to train staff. The training will cover minimum following subjects but not limited to: Five pillars of mine action, introduction to mine action in Turkey (current situation, coordination, other actors), Land Release concept and processes, NTS standards, (IMAS, NMAS,OSP and SOPs), Basic identification of EO and Mines, Mine laying and military tactics in Turkey, identifying/managing sources of information, critical thinking – managing, classifying and recognizing evidence, Datum and coordinates system (i.e. latitude/ longitude and Universal Transverse Mercator – UTM), Map scales, Map reading (topographical, satellite, aerial photo, Google Earth), Use of GPS and Drone (set up and logging and retrieving waypoints, certification), use of compass (normal military type), bearings and distance (tape measure, rangefinder, distance estimations), Mapping (hand-drawn sketch map and Software), delivery of basic mine risk education in an ad-hoc manner, interview techniques and communication skills (avoidance prepping, closed or leading questions, interviews during community meetings and individual interviews), cultural and customary understanding, and behavior and gender roles, First aid and MEDEVAC, communications, reporting, vehicle driving and maintenance (daily checks, tire changes, use of fire extinguisher, etc.), Information Management Systems (IMSMA)
2.6	In terms of National Capacity Development, demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract. Forming Joint Venture/Consortium/Association with Local Companies which will contribute to quick adaptation and successful implementation of contract by benefitting from local familiarity
2.7	"Gender and Women's Empowerment Policy of the Proposer"  The Proposers shall explain their current gender and women's empowerment policies in place and the facilities especially provided to women employees.

## **SECTION 2A: Proposer's Comments and Suggestions on the Terms of Reference**

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

## **SECTION 3: Management Structure and Key Personnel**

3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
3.2	The proposal provides enough considerations for gender equality to ensure that all individuals benefit equally from the project.

3.3 Provide CVs and relevant certifications of key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

# **Format for CV of Proposed Key Personnel**

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
	[Provide details of professional certifications relevant to the scope of services]
Professional certifications	<ul><li>Name of institution: [Insert]</li><li>Date of certification: [Insert]</li></ul>
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]

I, the undersigned, certify that to the qualifications, my experiences, and ot	,	3		these	data	correctly	describe	my
Signature of Personnel			Date	(Day/l	Montl	- n/Year)		

## Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

Note: This Form shall be submitted as a password protected document through e-tendering.

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

Name:	 	 	 
Title:	 	 	
Date:	 	 	 
Signature:	 	 	

[Stamp with official stamp of the Bidder]

## Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

## Note: This Form shall be submitted as a password protected document through e-tendering.

Proposers are required to prepare the Financial Proposal following the below format and submit it through etendering as a password protected document. Any Financial information provided in the Technical Proposal shall lead to Proposer's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Proposer's Technical Proposal.

Payments will be effected to the contractor on percentage basis in line with Section L. SCHEDULE OF PAYMENTS, upon verification and acceptance of outputs by UNDP.

**Currency of the proposal:** United States Dollars (USD)

**Table 1: Breakdown of Professional Fees** 

Description	иом	Number of Staff (A)	Unit Price per month (USD) (B)	Number of Months (C)	Total Price (USD) (D) = (A x B x C)
Project Manager	Month	1		25	
GIS and Information Technology Officer	Month	1		25	
National NTS Surveyors	Month	8		25	

**Table 2: Breakdown of Other Costs** 

Description	UOM	Total Amount (USD)				
International Flights	Lump Sum					
Miscellaneous travel expenses	Lump Sum					
Local transportation costs	Lump Sum					
Equipment (Please specify the list of equipment to be utilized)	Lump Sum					
Accommodation and utilities	Lump Sum					
Other Costs (please specify)						
TOTAL OTHER COSTS (USD):						

#### **Table 3: Summary of Overall Prices**

	Amount(s) (USD)
Total Professional Fees (USD) (from Table 1)	
Total Other Costs (USD) (from Table 2)	
Total Amount of Financial Proposal (USD)*	

<sup>\*</sup>Total Amount of Financial Proposal shall be the basis for financial evaluation of the proposals and maximum contract amount for the successful proposer. Contractor shall not be entitled to receive any additional payment beyond the Contract Amount.

## Form H: Form of Proposal Security

Proposal Security must be issued using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template.

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated Click here to enter a date. to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

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

- 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 Bidder such this Bank Guarantee:

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

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

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

gnature:	_
ame:	_
tle:	_
ate:	_
ame of Bank	
ddress	
Stamp with official stamp of the Bank]	

## Form I: Security Clearance Application Form for Site Visit Attendees

**Privacy Notice Statement:** The information you provide on this form is required by Republic of Turkey General Staff for the purpose of having a security screening assessment conducted as part of the approval process for civilians to work inside militarized zones of exclusion. The form shall be duly completed by the representative of the Applicant Organization for the purpose of attending the site visit to be organized by UNDP Turkey Office in scope of commercial tender for Demining Action carried under the "National Non-Technical Survey Project." Project.

A maximum of two (2) representatives from each company can attend the site visit. For security reasons, proposers must provide the information requested in this **Form** for their personnel who will be nominated to represent their organization in the site visit by <u>06 July 2020, 17:00 hrs. (Turkey Local Time)</u>. Any application received after this deadline might be refused for participation in the site visit.

A refusal to provide the information requested on this form will result in the refusal of the application for participating in the site visit.

(Please attach a copy of the first and second page of your passport)

## **Security Clearance Application Form for Site Visit Attendees**

Surname	:		
Full Given Names	:		
Passport No	:		Photo
Nationality	:		
Place of Birth	:		
Date of Birth (DD/MM/YY	YYY):		
Sex	:		
1-Permanent Address	:		
2 -Visitor/Employer In	formation :		
Name of Organization:	Name of Supervisor :	Starting Date of Employment:	Functional Title
3- Visitor/Employer A	ddress :		

•			o court as a defendant in a criminal n of any law (excluding minor traffic
	YES	NO	
I	If "yes", give full pa	articulars of each case in ar	n attached statement.
•	statements made by st of my knowledge		oing questions are true, complete and
			Name Title
			Date Signature

## **ANNEX A - MINEFIELD DATA FOR EACH PROVINCE**

See Attachment

## ANNEX B – OPERATIONAL SURVEY PROCESS (OSP)

See Attachment