

## **Request for Proposal (RFP)**

Date: 29 April 2010

Dear Sir/Madam,

**Subject: RFP for the provision of consultancy services for the Preparation of a Master plan for the Closure and Rehabilitation of Uncontrolled Dumps throughout the country of Lebanon**

**Reference: LEB/CO RFP/21/10**

You are requested to submit a proposal for the provision of consultancy services for the Preparation of a Master plan for the Closure and Rehabilitation of Uncontrolled Dumps in Lebanon, as per enclosed Annex III - Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- I. Instructions to Offerors \_\_\_\_\_ (Annex I)
- II. General Conditions of Contract \_\_\_\_\_ (Annex II)
- III. Terms of Reference (TOR) \_\_\_\_\_ (Annex III)
- IV. Proposal Submission Form \_\_\_\_\_ (Annex IV)
- V. Price Schedule \_\_\_\_\_ (Annex V)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than Tuesday **18 May 2010 at 2:00 p.m. Beirut Local Time.**

**Address:** UNDP Lebanon Country Office  
Arab African International Bank Building, Riad El Solh Street  
Nejmeh, Beirut 2011 5211, Lebanon

**Attention:** Mr. Charbel HANNA  
Procurement Assistant  
Tel: +961 3 415 859  
Fax: +961 1 985 932  
Email: [procurement.lb@undp.org](mailto:procurement.lb@undp.org)

Marked with: **“LEB/CO RFP/21/10: RFP for the provision of consultancy services for the Preparation of a Master plan for the Closure and Rehabilitation of Uncontrolled Dumps, Lebanon”**

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are kindly requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal. Please forward your reply in writing via electronic email.

Yours sincerely,

**Marta Ruedas**  
**Resident Representative**



## **ANNEX I**

### **INSTRUCTIONS TO OFFERORS**

#### **A. INTRODUCTION**

##### **1. General**

The objective of this consultancy service is to prepare a Master plan for the Closure and Rehabilitation of Uncontrolled Dumps throughout the country of Lebanon, as per enclosed Annex III - Terms of Reference (TOR).

##### **2. Cost of proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

#### **B. SOLICITATION DOCUMENTS**

##### **3. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

##### **4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UN entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

##### **5. Amendments of solicitation documents**

At any time prior to the deadline for submission of Proposals, the procuring UN entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.



All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN entity may, at its discretion, extend the deadline for the submission of Proposals.

## **C. PREPARATION OF PROPOSALS**

### **6. Language of the proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN entity shall be written in the **English** language. Any printed literature furnished by the Offeror may be written in another language as long as accompanied by an **English** translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the **English** translation shall govern.

### **7. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) **Proposal submission form;**
- (b) Operational and technical part of the Proposal, including:
  - i- **General information about the Offeror's entity**
  - ii- **Company Profile**
  - iii- **Quality Assurance Certification**
  - iv- **Reference list of similar projects**
  - v- **Company Financial Statements for the last two years**
  - vi- **Proposed work-plan, organization and methodology**
  - vii- **Proposed Team composition and Task assignments**
  - viii- **CVs of proposed team**

The Offeror shall structure the operational and technical part of its Proposal as above mentioned points.

- (c) **Price schedule**, completed in accordance with clauses 8 and 9;

### **8. Proposal form**

The below sections (a), (b) and (c) shall compose a part of component (b)-vi above.

- (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UN entity.

(b) Resource plan

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

(c) Proposed methodology

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

The below section (d) shall compose a part of components (b)-vii and (b)-viii mentioned above.

(d) Qualification of proposed key personnel to implement the project (Team Leader/Key experts), description of tasks and duties, and time-effort: The technical proposal should include a description of the proposed team and a breakdown by team member of the corresponding time-effort to be allocated for the services, expressed in number of working days by designation of staff performing the services. This information should be presented in accordance with the following table, and should not contain any pricing or cost information.

Name of staff	Designation/ Title	No of work days
Total work days		



The information in the above table is critical, the absence of which will impede the evaluation of the technical proposal and will therefore lead to disqualification of the proposal.

Concise curriculum vitae for each of the team members who are assigned to handle the services engagement should be included in the technical proposal.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**Technical Proposals not providing all requested documents mentioned in paragraphs 7(a), 7(b) and 8 above will be considered as not substantially responsive and will be rejected by the Purchaser.**

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

## **9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

## **10. Proposal currencies**

All prices shall be quoted in **US dollars**.

## **11. Period of validity of proposals**

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UN entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

## 12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

## 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement and approval of the corresponding milestones as set in the Terms of Reference (TOR) and as follows:

The payment currency of the contract is **USD**, and the payments will be made in line with the following five (5) milestones:

1. **20% of Contract Value: Upon satisfactory submission and approval of the Inception Report** that includes a detailed methodology of work and Master plan structure.
2. **20% of Contract Value: Upon satisfactory submission and approval of the Progress Report I** that includes a brief description of work progress, minutes of the various meetings held and site visits reports as well as final master plan structure.
3. **20% of Contract Value: Upon satisfactory submission and approval of the Progress Report II** that includes the draft master plan.
4. **20% of Contract Value: Upon satisfactory submission and approval of the Progress Report III** that includes the revised plan (based on MoE comments), and the proposed structure for the power point presentations.
5. **20% of Contract Value: Upon satisfactory completion and approval of the Final Report** that includes the final business plan (English and translated versions – Arabic and French), and the power point presentations (English, Arabic and French).



## D. SUBMISSION OF PROPOSALS

### 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to:

**UNDP Lebanon Country Office  
Arab African International Bank Building,  
Riad El Solh Street  
Nejmeh, Beirut 2011 5211, Lebanon**

**Attention: Mr. Charbel HANNA**  
Procurement assistant  
Tel: +961 3 415 859  
Fax: +961 1 985 932  
Email: [procurement.lb@undp.org](mailto:procurement.lb@undp.org)

- and marked with:

**“LEB/CO RFP/21/10: RFP for the provision of consultancy services for the Preparation of a Master plan for the Closure and Rehabilitation of Uncontrolled Dumps, Lebanon”**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

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

### 15. Deadline for submission of proposals

Proposals must be received by the procuring UN entity at the address specified under clause *Sealing and marking of Proposals* no later than **18 May 2010 at 2:00 p.m. Beirut Local Time**.

The procuring UN entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of





the procuring UN entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Late Proposals**

Any Proposal received by the procuring UN entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## **17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## **E. OPENING AND EVALUATION OF PROPOSALS**

### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UN entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### **20. Preliminary examination**

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is that which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference.

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the "highest overall score (HS)".

The formula for determining the financial scores is the following:

$$SF = 100 \times Fm/F$$

Where

SF - is the financial score

Fm - is the lowest price

F - is the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (F) proposals are: T= 0.7 and F=0.3

The Highest Score will be calculated by the following formula:

$$HS = (ST \times 0.7) + (SF \times 0.3)$$

Where

HS - is the highest score

ST - is the technical score

SF - is the financial score

### ***Technical Evaluation Criteria***

The technical proposal is evaluated on the basis of its responsiveness to the RFP in accordance with the following technical evaluation criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	40%	400					
3.	Required Proposed Team	30%	300					
<b>Total</b>			<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Required Proposed Team

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	50					
1.2	Litigation and Arbitration history	25					
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	50					
1.4	Quality assurance procedures, warranty	25					

1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes	150					
Total Form 1		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the project/tasks?	100					
2.2	Have the important aspects of the project/tasks been addressed in sufficient detail and adequately weighted relative to one another?	50					
2.3	Is the proposed methodology clear and adequate?	150					
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100					
Total Form 2		400					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Required Proposed Team								
3.1	Team Leader		100					
		Sub-Score						
	Holder of a B.A./M.A. degree in environmental managements/science	20						
	General experience of at least 10 years	40						
	Professional Experience in similar projects	40						
		100						
3.2	Solid waste expert		100					

		Sub-Score						
	Holder of a B.E./BSc degree in solid waste management	20						
	General Experience	40						
	Professional Experience in similar projects	40						
		100						
3.3	Environmental/Civil Engineering Expert		100					
		Sub-Score						
	Holder of a B.E./BSc degree in environmental/civil engineering	20						
	General Experience	40						
	Professional Experience in similar projects	40						
		100						
Total Form 3			300					

## F. AWARD OF CONTRACT

### 22. Award criteria, award of contract

The procuring UN entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UN entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### 23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 24. Signing of the contract

Within **One (1) week** of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.



Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.



## **ANNEX II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. LEGAL STATUS**

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

#### **2. SOURCE OF INSTRUCTIONS**

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

#### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

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

#### **4. ASSIGNMENT**

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

#### **5. SUB-CONTRACTING**

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

#### **6. OFFICIALS NOT TO BENEFIT**

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

## 7. INDEMNIFICATION

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

## 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

## 9. ENCUMBRANCES/LIENS

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



## 10. TITLE TO EQUIPMENT

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

## 11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## 12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

## 13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## 14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties.

- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

## 15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## 16. SETTLEMENT OF DISPUTES

### 16.1. Amicable Settlement



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

#### 16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration, as the final adjudication of any such controversy, claim or dispute.

### 17. PRIVILEGES AND IMMUNITIES

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

### 18. TAX EXEMPTION

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

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

### 19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the



Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

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

## 20. MINES

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

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

## 21. OBSERVANCE OF THE LAW

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

## 22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

## 23. SPECIAL CONDITIONS

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

23.1.1 The Contractor shall:

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



- 23.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.
- 23.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.
- 23.3 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.
- 23.4 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

## **Annex III**

### **TERMS OF REFERENCE (TOR)**

#### **Services for the Preparation of a Master plan for the Closure and Rehabilitation of Uncontrolled Dumps in Lebanon**

##### **Background**

The absence of an integrated waste management plan, coupled with fifteen years of civil war, led to the proliferation of uncontrolled dumps throughout the country. The various plans adopted and implemented between 1990 and 2009 allowed the closure and rehabilitation of few of these dumps only.

This matter was highlighted in the current Government Policy Statement (November/December 2009), and as such in the draft program of work of the Ministry of Environment (MoE) for the years 2010-2012, announced by the Minister on the 8<sup>th</sup> of January 2010. The closure and rehabilitation of uncontrolled dumps is a key component of this program. The MoE requested the support of the UNDP in facilitating this activity.

##### **Objectives**

Prepare a master plan for the closure and rehabilitation of uncontrolled dumps, in line with the terms below.

##### **Scope of Work**

###### **1. Based on:**

- A thorough review of existing studies and reports, both published and un-published (e.g. Assessment of the State of the Environment Report 2001/2002; Draft National Environmental Action Plan 2004/2005; World Bank Draft Country Environmental Analysis; Progress Reports of the Council for Development and Reconstruction; Progress Reports of the Ministry of Interior and Municipalities; etc.)
- Meetings with stakeholders (ministries, local authorities, private sector, NGOs in the area, local community, international organizations, etc.) to access un-published studies/ reports as well as discuss related past, current and prospect plans, programs and projects.
- A detailed field survey

Develop the Master plan structure that should at least cover the following:

- Analytical diagnosis in the form of:
  - o A database that presents the following information for every uncontrolled dump: (1) geographical location; (2) area; (3) height; (4) distance from sensitive areas (i.e. cultural sites; touristic sites; protected areas; rivers and lakes; residential areas; etc.); (5) potential impact on groundwater (based on a rapid hydro geological study); (6) approximate date of establishment of the dump; (7) types of wastes; (8) estimated quantities of wastes; (9) overall state of the dump.
  - o Classification or ranking of uncontrolled dumps based on a multi-criteria analysis

- Solution framework consisting of:
  - A list of rehabilitation options for every uncontrolled dump
  - Identification of the most preferred solution for every dump, based on environmental, social and economic criteria – the most preferred solution should include all technical, legal, administrative, financial (cost and sources of funding) and time details
  - Preparation of the corresponding technical terms of reference (for the rehabilitation of every dump)
  - Preparation of an environmental monitoring plan for the supervision of execution
- Summary decision-making table providing the following information for every dump:
  - Geographical location
  - Area and height
  - Distance from sensitive areas
  - Types and quantities of wastes
  - Approximate age
  - Possible solutions
  - Most preferred solution (with supporting criteria in annex)
  - Related plan or project if any (under study or under construction)
  - Concrete actions needed (clearly outlined)
  - Estimated cost (with supporting methodology in annex)
  - Estimated time-frame (with supporting methodology in annex)
  - Sources of funding (with supporting reference in annex)

2. Upon the approval of the MoE/UNDP, prepare the various sections of the Master plan

After consultation with stakeholders and upon final approval of the MoE/UNDP,

3. Translate the executive summary into Arabic and French
4. Prepare a concise power point presentation of the Master plan (English, Arabic and French)

Throughout the project,

5. Conduct bi-monthly meetings with local stakeholders to discuss progress.

## Reporting

- Inception report that includes a detailed methodology of work and Master plan structure
- Progress Report I that includes a brief description of work progress, minutes of the various meetings held and site visits reports as well as final master plan structure
- Progress Report II that includes the draft master plan
- Progress Report III that includes the revised plan (based on MoE comments), and the proposed structure for the power point presentations
- Final Report that includes the final business plan (English and translated versions – Arabic and French), and the power point presentations (English, Arabic and French)

All reports and related annexes should be presented in hard copies (3) and soft copies (3).



### **Time Frame**

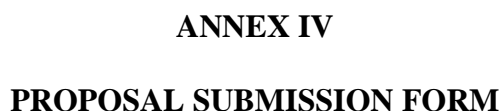
The maximum available time-frame is 12 months, as follows:

<b>Date</b>	<b>Activity</b>
June 2010	Inception Report
July 2010 – August 2010	Progress Report I
Sept 2010 – November 2010	Progress Report II
December 2010 – February 2011	Progress Report III
March 2011 – May 2011	Final Report

### **Minimum qualifications of requested team**

- Team leader: environmental management/Science with at least 10 years experience
- Senior expert in solid waste management
- Expert in environmental/civil engineering with experience in solid waste management





25

## ANNEX V

### PRICE SCHEDULE

The Offeror is asked to prepare the Price Schedule as a **separate envelope** from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be **exclusive of all taxes**, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. ' All prices shall be quoted in **US dollars** only.

**The formats shown below should be used in preparing the Price Schedule. In addition, the Price Schedule must provide a detailed cost breakdown.** Provide separate figures for each functional activity or category.

Estimates for cost-reimbursable items, such as travel and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

In addition to the hard copy, electronic copy (on CD) of the Price Schedule is requested.

<b>RFP for the Provision of Consultancy Services for the Preparation of a Master plan for the Closure and Rehabilitation of Uncontrolled Dumps in Lebanon. Ref: LEB/CO RFP/21/10</b>	
<b>Description of Activity/Category</b>	<b>Amount (USD)</b>
<b>Inception Report</b> that includes a detailed methodology of work and Master plan structure	
<b>Progress Report I</b> that includes a brief description of work progress, minutes of the various meetings held and site visits reports as well as final master plan structure	
<b>Progress Report II</b> that includes the draft master plan	
<b>Progress Report III</b> that includes the revised plan (based on MoE comments), and the proposed structure for the power point presentations	
<b>Final Report</b> that includes the final business plan (English and translated versions – Arabic and French), and the power point presentations (English, Arabic and French)	
<b>Proposal TOTAL Value (USD), excluding VAT</b>	

**For each above Activity/Category, the following two forms must be submitted:**



- 1 Form 1 shall be filled in for the same Professional and Support Staff listed in your technical proposal.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in your technical proposal.
- 4 Indicate separately the rate per Man Month for home and field work. One Month is equal to 21.75 working days.

## FORM 2 - BREAKDOWN OF OTHER EXPENSES

Activity/Category Title:		-----			
N°	Description <sup>1</sup>	Unit	Unit Cost in USD <sup>2</sup>	Quantity	Sub-total in USD
	Per diem allowances	Day			
	International flights <sup>3</sup>	Trip			
	Miscellaneous travel expenses	Trip			
	Communication costs				
	Drafting, reproduction of reports				
	Equipment, instruments, materials, supplies, etc.				
	Shipment of personal effects	Trip			
	Use of computers, software				
	Local transportation costs				
	Clerical assistance				

- 1 Delete items that are not applicable or add other items according to your technical proposal.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.