

PROJECT:

**PROVISION OF A COMPREHENSIVE SOLID WASTE
TREATMENT SOLUTION FOR THE CITY OF ERBIL AND ITS
SURROUNDINGS**

**TENDER DOCUMENTS
VOLUME 1: INSTRUCTIONS TO BIDDERS**

July 2017

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1 General

This document consists of the Instructions to Bidders related to the provision of a comprehensive solid waste treatment solution for the city of Erbil and its surroundings.

1.1. Definition of Terms

- ✚ "ITB" means Instructions to Bidder.
- ✚ "Bidder" means any entity lodging a Bid.
- ✚ "Confidential Information" means any technical, financial or other information, ideas, concepts, know-how, data, drawings, specifications or designs of any kind in any form or medium supplied or made available by the Ministry of Municipalities and Tourism or brought into existence by the Bidder for the submission of the Tender, including (but without limiting the generality of this definition): a) the information in the Tender Documents; and b) the Bidder's Tender.
- ✚ "EHS" Environmental Health and Safety.
- ✚ "EHSMS" Environmental Health and Safety Management System.
- ✚ "Total Estimated Contract Value" is the forecast value of the sum of monthly payments over the contract period for services under "Technical Specifications".
- ✚ "ISO9001" is the International Standard for Quality Management Systems. "ISO14001" is the International Standard for Environmental Management Systems. "ISO18001" is the International Standard for Occupational Health and Safety Management Systems.
- ✚ "Request for Proposal" means this document and all of its Parts inviting Tenders to offer to
- ✚ "Technical Specifications" means Volume 2, Specifications for the Scope of Services, which forms part of this Contract.
- ✚ "SWTC" refers to Solid Waste Treatment Center.
- ✚ "Services Agreement" An agreement between the Ministry of Municipalities and Tourism and the Private Sector for provision of services mentioned in the Technical Specifications.
- ✚ "Services" means the work required by a Contractor pursuant to the Contract.
- ✚ "Tender" means any Tender lodged in response to this Invitation for Tender.
- ✚ "Tender Documents" means the documents listed in Section 3.2 of this Instructions to Bidders.
- ✚ "Validity Period" means the period for which Tenders must remain open for the Municipality to accept as defined by Section 4.12 of these Instructions to Bidders.

1.2. Disclaimer

All information contained herein for assisting the Bidder's response to this Tender, including financial, commercial, legal and technical information has been included in this RFP for illustrative and informative purposes only. Each Bidder shall be solely and fully responsible for satisfying itself as to the information required to submit an application to qualification.

Whilst the information contained in this Tender Document has been prepared in good faith, it does not purport to be comprehensive nor to have been independently verified. Neither the **KRG** nor its employees, agents or advisors make any representation or warranty, expressed or implied, with respect to the veracity, adequacy, accuracy, reasonableness or completeness of the information contained in this Tender Document or with respect to the

information on which it is based or in respect to any written or oral information or representation given or made by the KRG or any of its advisors to any Bidder, whether given or made prior to or after the publication of these documents.

The KRG hereby expressly disclaims any and all liability (other than in respect to fraudulent misrepresentation) arising out of or in relation to the information (including in relation to any omissions there from) and in respect of the use of and/or reliance on such information by Bidders. Bidders should make their own investigations, projections and conclusions and consult their own Advisors to independently verify the information contained in the Tender Documents and to obtain any additional information that they might require prior to submitting their Tender.

2 Introduction

2.1. Request for Proposal

This Request For Proposal (RFP) has been issued by the Kurdistan Regional Government Ministry of Municipalities and Tourism for inviting proposals from qualified Contractors for the provision of a comprehensive solid waste treatment solution for the city of Erbil and its surroundings.

The objective of this tender is to construct a solid waste treatment center (SWTC) in Erbil city and its surroundings to enable the recovery of recyclables, treatment of the biodegradable organic fraction of the solid waste and the safe disposal of the remaining fraction in a sanitary landfill. This center will be located in the site which is detailed in Appendix A and should be designed and constructed to maximize landfill diversion rate. The Contract will be under the form of a Design Build Operate Transfer (DBOT) model for a period of fifteen (15) years.

The Bidder will be required to provide the specified services as a minimum, which include the following:

- a) Design and erection of a Mechanical and Biological Treatment Plant (MBT)
- b) Construction of a lined sanitary landfill
- c) Operation of the above listed facilities for the remaining duration of the Contract Period

The Contractor is responsible for the provision of all necessary equipment, staff and other resources, to set up and operate the center, and take full responsibility for the sound operation of the SWTC.

Bidders are therefore required to clearly demonstrate their experience as well as their ability (either alone or through Joint Venture) in undertaking similar operations as per the qualification experience. Submissions must clearly demonstrate the Bidders understanding of the Services, their proposed solutions etc. plus a work plan in sufficient detail to establish the Bidder's ability and capacity to carry out the Services. Failure to demonstrate ability, experience and capacity to carry out the Services in the Tender submission will be a reason for NOT awarding a contract to that Bidder.

A detailed scope of the Services under this Agreement is clearly outlined in the Technical Specifications (Volume 2).

2.2. Organization of this RFP

This RFP is divided into three volumes:

- Volume 1: Eligibility and Qualifications (inclusive of Appendices A to J)
- Volume 2: Technical Specifications
- Volume 3: Services Contract

3 Project Background

Erbil City is the capital of the Kurdistan Regional Government and has a population of about 1.2 million. The city hosts the main governmental facilities and institutions of the Kurdistan Regional Government. It provides commercial, touristic, educational, and medical services to its residents.

The KRG is working towards achieving a sustainable solution for solid waste management that is reflected by maximizing the recovery of recyclables, treatment of organic biodegradable fraction and the safe landfilling of non-recyclables to minimize public and environmental risks. The KRG is launching a tender for qualified parties to bid for a project to provide a comprehensive solid waste treatment solution for the city of Erbil and its surroundings.

Hazardous wastes are generated by different sectors including industries, healthcare facilities etc. They are disposed, untreated, in municipal dumpsites.

3.1. Solid Waste Composition

The solid waste composition in Erbil city and its surroundings is detailed in Table 2. These values are indicative for the purpose of this tender.

Table 2: 2016 Solid Waste Approximate Composition in Erbil City

Type of Waste	% Composition
Plastic	34%
Food Waste	27%
Corrugated Paper	14%
Other Organics	7%
Wood	6%
Diapers	5%
Other Inorganics	2%
Ferrous	2%
Glass	2%
Aluminum	1%

3.2. Current Solid Waste Operations

Waste from various sources and all types of are mixed together during collection. No sorting facilities exist in Erbil.

The Place operates under poor infrastructure with no treatment for leachate, gas emissions or a storm water system. Furthermore, the dumping trucks do not go through tire washing or scaling. This constitutes an environmental hazard and limits the ability of KRG to accurately quantify the amount of waste being dumped daily. The daily estimated Solid Waste produced in Erbil is 2000-2500 tons with an expected growth rate of 2.5% per annum.

4 Instruction to Bidders

4.1 Introduction

This Section sets out the general instructions to Bidders regarding the Tendering Process, including preparation and submission of Tenders.

This RFP informs qualified Bidders of the administrative, technical and financial requirements for the Tender submission.

The Bidder shall ensure that all pages of the RFP are complete. The Bidder shall not in any way impair the Tender Documents.

4.2 Language

The Proposal and all correspondences and documents relating to the Proposal shall be written in English. Where any documents must be translated from another language, the translation should be carried out by a legal translator and notarized.

The usual language for Contract correspondence, reports, and all communications will be in English with Arabic or Kurdish translations where required by the KRG for specific correspondence, executive summaries and presentations.

The Project Manager shall be fluent in English and, Kurdish or Arabic.

4.3 Warranties

In submitting a Tender, the Bidder warrants that they have:

- a) Examined carefully and acquired actual knowledge of the contents of the Tender Documents for the purpose of Tendering;
- b) Examined all information relevant to the risks, contingencies and other.
- c) Examined all physical areas and facilities relevant to the performance of the Services;

The Bidder further warrants that the Tender is accurate and that it complies in all respects with the Tender Documents.

The Bidder acknowledges that the KRG will rely upon the warranties given above, in considering the Tender and in entering into any Contract.

Failure by the Bidder to do any or all of the things it warrants to have done will not relieve the Bidder of its liability to perform and complete the Contract in accordance with its terms, and in particular, in accordance with the rates Tendered.

4.4 Legal Form of Bidders

4.4.1 General

The Bidder, or where the Bidder is comprised of a Joint Venture (JV), each JV Member shall be a business organization, duly authorized, existing and registered in good standing under the law of its Country of incorporation and domicile.

4.4.2 Consortium Arrangement

Where a Bidder is a registered company, or is comprised of a JV as part of a JV Agreement:

- a) Each member partner in the case of a registered Company and/ or a JV must accept joint and several responsibilities for all obligations in relation to this RFP;
- b) One Bidding Member must be nominated as the Principal Bidder who will manage and administer the Contract, if awarded, on behalf of the JV. The remaining Bidding Members shall each appoint the Principal Bidder as authorized to be responsible for all dealings with the KRG up to but excluding execution of the Project Documents. Only the Principal Bidder shall sign the Services Agreement. Joint Ventures shall include in their tender response satisfactory evidence as to the validity and effectiveness of their Agreement; and
- c) The JV Agreement between the members of the JV shall dictate the payment mechanism for the Contract Term upon Contract award and the Execution of the Services Agreement.
- d) The Bidder may comprise more than one entity. Where more than one entity is involved, the Lead Bidder must be identified in the Tender. The KRG will sign a contract with a Lead Bidder only. The entities in such a Tender must be jointly and severally liable and must be joined to the Lead Bidder through a JV arrangement.

4.5 Tender Submission Requirements

4.5.1 General

Information supplied in the Bidder's Proposal must be true, complete and accurate and will be required to be so warranted in the Project Documents.

Information required to be provided in Tenders shall be provided by Bidders in sufficient detail to enable the KRG to understand, assess and evaluate each component of a Bid.

4.5.2 Tender Acknowledgement Form

Bidders are requested to complete and return the 'Tender Acknowledgement Form,' included as Appendix B of this ITB, indicating their intention to participate in the Tendering Process, within the timetable specified in Table 1 of this ITB document.

Any Bidder who fails to respond in the timeframe provided will be disqualified from submitting a tender.

4.5.3 Tender Documents

The Bidder shall submit their Proposal in three (3) separate sealed packages. The three packages shall be completed in full accordance with all the requirements contained in the RFP.

- Package 1: The Eligibility and Qualification Documents and all accompanying attachments.

- Package 2: The Technical Proposal.
- Package 3: The Financial Proposal.

All packages must be clearly identified as 'Eligibility and Qualification', 'Technical' or 'Financial'.

The Bidder shall submit one (1) original and one (1) bound double-sided copies of each package. In addition, two soft copies (two CDs for each package) containing electronic copies of the documents contained in all packages shall be provided.

4.7 Tender Clarifications and Responses

Queries and requests for clarification in relation to this RFP may be raised during the tendering stage. The deadline for submitting such requests shall be fifteen (15) days prior to the Tender Submission Date.

The responses to clarification questions shall be sent to all Bidders.

4.8 Addenda to the RFP

At any time prior to the deadline for the receipt of requests for clarification as stated in Table 1, the KRG may amend or modify this RFP in any respect through the issuance of written addenda (each of which is an Addendum) which, if issued, shall be issued to each Bidder.

4.9 Compliance with Instructions

Bidders must be fully compliant with the RFP proposal criteria and procedures as indicated in this ITB. A substantially responsive Tender is one that conforms to all the terms, conditions and specifications of the RFP without material deviation or reservation. If a Tender is not substantially responsive to the requirements of the RFP, it shall be rejected on the basis of non-compliance with the requirements of the RFP.

4.10 Tender Costs

Each Bidder shall bear all costs and expenses associated with the preparation and submission of their Tender.

4.11 Currency of Tenders

All monetary amounts referred to in a Tender shall be in USD (Dollars).

4.12 Validity, Modification and Withdrawal

All Tenders shall remain valid for a period of 120 days from the Tender submission date (the validity period). Any Tender submitted with a validity period shorter than the specified validity period of 120 days may be rejected as non-compliant.

A Tender may not, under any circumstances, be modified after the Tender submission date.

4.13 Bid Bond

The required Bid Bond shall be in the amount of one (1) millions USD. The Bid Bond must be submitted in the form of a Bank Guarantee as per the format enclosed in Appendix C of this ITB; and should be submitted to the KRG when submitting Tenders in an envelope that identifies the Bidder and marked "Original Bid Bond". Tenders will not be accepted without the Bid Bond being received as stated above by the submission date.

Bid Bond will be forfeited, in their entirety, by the KRG, if the Bidder withdraws his Tender. The Bid Bond should be provided for a minimum period of 120 days (with provision for automatic renewal on expiry) and will be returned to the Bidder on expiry or when the procurement process has been completed.

4.14 Performance Bond

A Performance Bond will be required from the Successful Bidder (Contractor) in the form of a Bank Guarantee which must be submitted within fourteen (14) days from the date of "Letter of Acceptance". The value of the Performance Bond shall be two (2) percent of the Contract Value. A format of the Performance Bond is enclosed as Appendix D of this ITB.

The Bank Guarantee shall be valid for the whole period of the Contract plus an additional six (6) months and is to be automatically renewed till a certificate confirming that all Contract works have been executed and the same can be released.

4.15 Confidentiality

All recipients of any document comprising or related to the RFP documents, whether they submit proposals or not, must treat all contents of the RFP document as private and confidential. The awarded Bidder may be asked to sign a Confidentiality Agreement.

5 Bid Documents

The Bidder should ensure that the works specified in Volume 2: Technical Specifications can be carried out in the specified timeframe by using suitable equipment and processes, and suitably qualified and experienced personnel.

Bidder shall include the following information in its Proposal:

5.1 Package 1: Eligibility and Qualification

5.1.1 Structure

The Bidder shall provide his corporate structure in an organigram.

If the Bidder is a part of a Joint Venture, the Bidder shall provide details of:

- a) The name of each participant;
- b) Organization structure diagram, showing ownership of the organization, including relationship to the ultimate parent company;
- c) The structure of the Joint Venture, including the proposed managerial structure;
- d) The role to be played by each participant in the provision of the Services;
- e) In the case of a Joint Venture, the Party to be nominated as Lead Bidder; and
- e) Where the Bidder has a partnership agreement with a local agent/partner, the detail of this should be provided in the Eligibility and Qualification Form as set out in Appendix E.
- g) The Tender shall indicate the legal name, principal address or place of business, place of incorporation and registered number of incorporation of each JV Member;

5.1.2 Corporate Information

The Bidder shall provide the following corporate information in respect of every key organization to be involved in the provision of the Services, including any Joint venture members:

- a) Certificate of incorporation;
- b) Time in business;
- c) Location of corporate headquarters;
- d) Address of site in the Kurdistan Regional Government (if any);
- e) Proposed location of office for management of the Contract;
- f) Total number of employees of the Company endorsing the Tender involved in the provision of Services to which the Bidder has submitted a Tender;
- g) Management structure of the Bidder;
 - A staff profile of the organization showing:
 - Number of staff; and
 - Relevant industry experience of key staff

5.1.3 Financial Information

The Bidder (or, in the case of a Joint Venture, each participant) shall provide the following information:

5.1.3.1 Financial Statements

- a) The last three years of audited financial statements;
- b) For each of the last three years, provide the following information of the Bidder):
 - Turnover;
 - Profit before interest and taxation (if appropriate);
 - Current assets;
 - Current liabilities;
 - Long term debt;
 - Equity;
 - Total assets; and
 - Total liabilities.

5.1.3.2 Referral from Bankers

Provide a letter of reference from the bankers of the organization including the number of years as a customer. The reference shall include a comment whether in the bankers' opinion the Bidder has the financial capability to perform the Services under the Contract and if the Banker intends to provide finance to the Bidder for the provision of the Services should they be successful.

5.1.3.3 Insolvency Administration

Provide details where the organization has been the subject of any form of insolvency administration.

5.1.4 Litigation

The Bidder must provide details of any litigation, including threatened litigation in which it has been involved since 1 January 2010 including details of the nature of any dispute and the other parties involved. The Bidder must highlight in this section any litigation or dispute which involved a Government customer.

5.1.5 Reference Projects

The Bidder must provide details of its expertise in the provision of the Services of those requested in this RFP. The format for references is included in the Eligibility and Qualification Form (Appendix E).

5.1.6 Quality Assurance, Health, Safety and Environment

The Bidder shall provide details of its Quality Management System (QMS), Environmental Management System (EMS), and Occupational Health and Safety Management System (OHSAS) and attach to its Tender copies of all relevant certifications.

5.1.7 Equipment and Vehicles

The Bidder shall provide details of their existing inventory of equipment and vehicles which is currently under their direct ownership or leased by him.

5.1.8 Insurances

Bidders must provide details of all insurance required by the Contract and a copy of each certificate of currency as detailed in Appendix F of the ITB.

5.1.9 Emergency Plan

The Bidder shall include details of its Emergency Management Plan and Procedures (emergencies include fires, vehicle and occupational accidents, obstructions to Services, natural disasters etc.).

5.1.10 Power of Attorney and Anti-Collusion Affidavit

a) Power of Attorney Certificate - Each Bidder shall submit a Power of Attorney Certificate, documenting the designated representative authorized to bind the proposing entity; and b) Anti-Collusion Affidavit - Each Bidder shall complete and submit the Anti-Collusion Affidavit, found in Appendix G of this ITB. The designated representative authorized to bind the proposing entity as documented on the Power of Attorney's Certificate shall sign the Anti-Collusion Affidavit.

5.2 Package 2: Technical Proposal

As part of Package 2 submission, the Bidder must submit the following information:

5.2.1 Methodology Statement

The Bidder shall provide a methodology statement, which broadly sets out the approach to the Project.

- a) The methodology statement shall include the Bidder's appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of the Processing and Landfilling activities.
- b) The methodology statement should address aspects relating to all the activities of Processing and Landfilling including receipt, weighment and Processing of MSW, Landfilling process (liner system, method of filling and covering of Landfill Waste), leachate and greenhouse gas management activities.
- c) The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Bidder for the implementation of the Project to the minimum specifications set out in the Technical Specifications.

5.2.2 Process Flow Chart and Material Balance Statement

The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The components, which shall be addressed, include Processing of MSW and Landfilling of Residuals, leachate generation and treatment, greenhouse gas emission and mitigation. The Bidder should indicate supporting calculations and assumptions, if any.

5.2.3 Resource Utilization Statement

A statement indicating the procurement, deployment and utilization of the resources shall be

provided. The statement shall include proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, Design, Build, Operate and Transfer of Integrated Waste Processing and Sanitary Landfill Facilities.

5.2.4 Area Allocation Statement

The Bidder shall set out the area utilization plan for the Project Site identified in Appendix A including the Processing Facility, Landfill Facility, other facilities and common areas etc.

5.2.5 Operations and Maintenance Scheme

The Bidder shall separately set out the operations and maintenance scheme for Processing of Municipal Solid Waste and Landfilling of Landfill Waste indicating the operational practices during the Active Operations Period and Post Closure Period. The maintenance (regular and emergency) schedules and mechanism should also be indicated over the contract period.

5.2.6 Time Schedule

The Bidder shall indicate an activity schedule over the contract period including the Construction Activities, O&M Activities, Landfilling, and laying of the final cover.

5.2.7 Environment, Health & Safety Policy and Practice

The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted during the contract period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odour, fire, surface runoffs etc needs to be elaborated.

5.3 Package 3: Financial Proposal

The Bidder shall fill and include a Financial Proposal using the format in Appendix I within Package 3 submission. The Bidder should propose a single price for all services to be provided combining, Sorting, Biological Treatment and Landfilling.

Bidder can decide to propose a price for one or both suggested options for biological treatment as mentioned within the technical specification (Volume 2)

The Bidder shall propose his prices monthly as well yearly.

Any failure to do so will lead to the disqualification of the Contractor's proposal.

6 Tender Evaluation Process

This section describes the proposed process for evaluating the submitted tenders and selecting the Contractor for the undertaking the services in the Services.

From the time that the Proposals are opened to the time that the Contract is awarded, The Bidders shall not contact the KRG on any matter related to this RFP or their Proposal unless requested by the KRG. Any contact or effort by the Bidder to influence the KRG in the examination, evaluation, ranking and recommendation for award may result in rejection of the Bidder's Tender.

6.1 Opening of Tender

All Tenders received by the KRG will remain sealed until the submission due date.

6.2 Proposal Evaluation Process and Contract Negotiation

KRG will form an Evaluation Team that may include Municipality staff and qualified independent advisors to assist with the Technical Evaluation of Tenders. The Evaluation Team will conduct a detailed evaluation of the proposals, rank proposals, and hold an internal meeting to compare and discuss the evaluation results, in line with the methodology outlined in this section.

Following the evaluation of the technical and financial proposals and ranking of the Bidders, the KRG will negotiate with the top ranked Bidder, finalize and approve the Services Agreement. If an agreement is not reached with the top ranked Bidder, the next ranked Bidder will be approached by the KRG.

During the technical evaluation stage, Bidders may be asked to prepare and deliver a technical presentation on their proposed methodology for delivery of the Project. The KRG may also request a presentation during the negotiation phase.

6.3 Evaluation Criteria

The KRG reserves the right to modify this process in any way and at any time during the selection process. Any proposal that is not considered to be substantially responsive to the RFP or omits key documents or section in their Tender may be rejected during the evaluation of the Technical Proposals, even if it has passed the Eligibility and Qualification stage of evaluation. Each Bidder that does not achieve the minimum technical score indicated in Table 3 shall be rejected.

There is no weighing for the Eligibility and Qualification (Package 1), the Technical Proposal (Package 2) is 70% and the Financial Proposal (Package 3) is 30%. The Eligibility and Qualification response shall be evaluated and the proposals that are considered eligible shall be taken forward to the Technical Proposal Evaluation stage.

The Prequalified Bidders Technical Proposals shall be evaluated and the proposals which score at least 55% (out of the 70% maximum score allocated to the technical evaluation) of the available points shall be taken forward to the Financial Proposal evaluation. The total combined scores from the evaluation of the Bidders Technical and Financial packages shall be used to rank the Bidders.

6.3.1 Eligibility and Qualification Evaluation

KRG will evaluate the submitted Tender Forms and ensure that Bidders have submitted all required information. It will be established whether there is any reason to exclude the Tender on eligibility grounds in accordance with the Kurdistan Regional Government Law and RFP requirements. Where the KRG has queries related to the supplied information or information is missing, a Bidder may be contacted to provide further clarification. All responses from the Bidder will be included in the assessment.

To pass the Eligibility and Qualification stage, the Bidder is expected to:

1. Submit a complete Eligibility and Qualification Form;
2. Submit all relevant attachments;
3. Demonstrate sufficient financial stability to undertake this Contract by meeting the following criteria:
 - a. Annual Turnover exceeds USD 10 million over the past five (5) years; and

- b. Profitability greater than 0%, where profitability is calculated as profit before interest and tax divided by turnover;
- 4. Demonstrate sufficient technical capability to undertake this Contract by meeting the criteria listed in Appendix E.

Any Bidder who does not meet the above criteria stated herein shall not be qualified for the Technical Evaluation.

All Bidders that pass this stage will be brought forward for Technical Evaluation.

6.3.2 Technical Evaluation

The Technical Proposal (Package 2) will be numerically scored and ranked using the criteria and weighing described in this section. The scores assigned will reflect the extent to which criteria is fulfilled.

Table 3: Evaluation Criteria and Maximum Evaluation Score

	Weighing
Package 1 – Eligibility and Qualification	Pass/Fail
Package 2 – Technical Proposal	70%
Technical components as highlighted in Section 5.2	30
Technical Resources and Experience	20
Record of Performance and Reliability of Technology	10
Financial Stability and Strength of the Bidder	10
Technical Score	70
Package 3 – Financial Proposal	30%
Priced Bid	30
Financial Score	30
Total	100

Bidders will be expected to attain a minimum of 55% (out of the 70% maximum score allocated to the technical evaluation) to be taken forward to the financial evaluation stage.

6.3.3 Financial Evaluation

The Tenders which meet the score threshold for the Technical Proposal (Package 2) will be taken forward to the financial evaluation. There will be a formal opening of the Financial Proposals for which Bidders will be invited to attend. The evaluation of the financial package will be based on the Priced Bid, where the Priced Tender is the Total Estimated Contract Value.

The lowest Priced Tender (which meets the requirements in this RFP) shall be awarded 30 points. The remaining Tenders shall be scored based on the percentage increase over the lowest Priced Bid. For example, if the lowest Priced Tender was USD 1,000,000 and the next lowest Tender was USD 1,400,000, the score allocated to that would be:

$$1,000,000/1,400,000 \times 100 = 71\% \times 30 = 21.3 \text{ points.}$$

The value for the Priced Tender will be taken from Package 3: Financial Proposal.

KRG reserves the right to reject a proposal that is given the highest quantitative scoring in the evaluation process if the Proposal is not in the best interest of the KRG, its residents and businesses.

7 Terms and Conditions

7.1 Ownership of Tenders

On submission, each of the components of the Tender and all copies thereof shall become the absolute property of the KRG who, without prejudice to Section 4.15, shall be entitled to copy and/or reproduce the same and to distribute the same amongst its employees, and/or Advisors.

7.2 Governing Law

The Bidder shall at all times comply with the laws and regulations in force in the Kurdistan Regional Government. All Project agreements to be entered into shall be governed by and construed in accordance with the laws of the Kurdistan Regional Government.

7.3 Services Agreement

This Services Agreement present all of the contract terms and conditions relevant to the Provision of Services. It also describes the Contractor's compensation methods, penalty policy, dispute resolution, indemnification, insurance, performance assurances, defaults' and remedy provisions, termination rights, performance standards and consequences for non-compliance, reporting obligations, and other provisions. If there are differences between the Services described in this ITB and the Services Agreement, the terms and conditions in the Services Agreement shall prevail.

7.4 General RFP Agreements

KRG is not obligated to accept any Proposal, negotiate with any Bidder, award a Services Agreement, or proceed with the development of any Project or Service described in response to this RFP.

The KRG has the right, but not the obligation, to perform a review of any one, or each, Bidder's ability to perform the work required. Each Bidder must agree to co-operate with such a review. Such cooperation by the Bidder shall apply to the verification of the Bidder's capability and experience in the provision of services and any other component of work that may be required under this procurement process.

7.5 Contractual and Financial Conditions

To implement the Services, the successful Bidder will be obligated to:

- Enter into a Services Agreement for the Services listed in these RFP documents; and
- Provide all the Services listed in these RFP documents and negotiated terms and conditions.

The Proposal and all correspondences and documents relating to the Proposal shall be written in English and will be included in the Services Agreement.

7.6 Eligibility and Qualifications of the Bidder

KRG will review references provided by the Bidders as part of the evaluation process to evaluate the Bidders' eligibility and qualifications for this Project. Fraudulent statements of references will lead

to disqualification and loss of the Bid Bond of the Bidder. KRG will require certified assurances regarding the financial structure and standing of any partner company.

7.7 Permits and Licenses

The KRG shall assist the Bidder in obtaining all permits and licenses necessary to conduct this work. The Bidder shall bear all the expenses required, including the expenses required for obtaining the licenses, work visas and necessary permits.

7.8 Labour

The successful Bidder must remain in compliance with the Kurdistan Regional Government Labour Laws at all times during the term of the agreement and any extensions thereof. It is the responsibility of the successful Bidder to comply with current and any new Labour Laws.

7.9 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the proposal preparation, selection or negotiation process (collectively called the procurement process).

Prohibited practices are defined herein as follows:

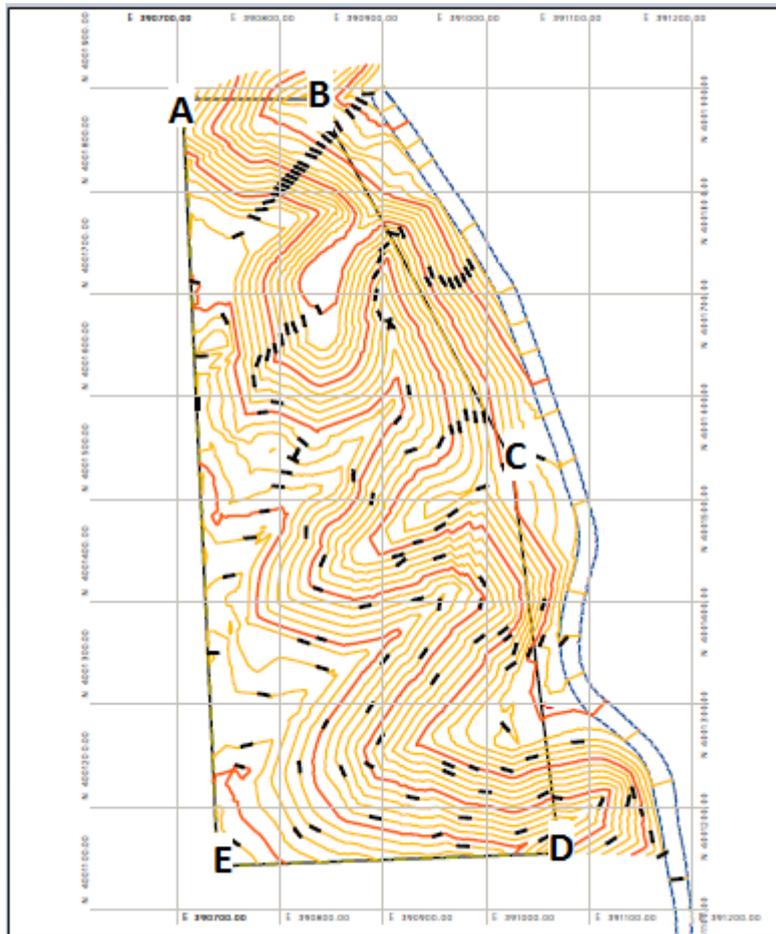
- Corrupt practice includes the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the procurement process, whether the item of value is provided during the procurement process or at any time within two (2) years following contracting related to the procurement process;
- Fraudulent practice is a misrepresentation or omission of facts or disclosure of incomplete facts, or any act, conducted knowingly in order to influence the procurement process;
- Coercive practice is impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence the procurement process.
- Undesirable practice is having a conflict of interest or inappropriately lobbying in any manner to influence the procurement process;
- Obstructive practice is deliberately destroying, falsifying, concealing, or altering statements or evidence material relevant to the procurement process; and includes intimidating, or coercing any party to obstruct statements or evidence material relevant to the procurement process; and

8 Appendices

Appendix A: LOCATION OF SANITARY DUMPSITE

SERVICE AREA

The Service Area under this RFP is delineated as per the map provided below.



Lot Size: 198,978 m²

Site's Environmental Impact Assessment and Geotechnical report are provided in Appendix J as part of the RFP deck

Appendix B: Tender Acknowledgement Form

Address:

E-Mail:

RFP No:

Dear Sir/Madam,

Thank you for considering [Contractor Name] for your interest in Request for Proposal for the Provision of a comprehensive solid waste solution for the city of Erbil and its surroundings

We hereby confirm:

1. We shall submit a Proposal to reach you by the Request for Proposal Closing Date stated in the Letter of Invitation; OR
2. We shall not submit a Proposal. We are declining to propose due to the following reasons:

By hereby agreeing to submit a Proposal, we agree to do so under the terms of and in accordance with the Request for Proposal, including without limitation to the Request for Proposal.

Sincerely,

[Signature] + [Stamp]

[Bidder Representative Name]

[Complete address of the Bidder]

[Phone and fax]

[Email address]

Appendix C: Bank Guarantee/Tender Bond (Specimen)

Date:

Address:

Dear Sirs,

Tender Bond No.

Tender No. :

Tender Name :

Proposed Tender Amount: USD (amount in words)

We, (Insert Bank Name) P.O. Box , (Insert Bank Address), hereby guarantee to pay The KRG a sum of USD (amount in words) as a guarantee for the due performance of the Bidder's liabilities.

This guaranteed sum shall be paid to the KRG upon first demand without proof on condition.

This guarantee shall remain valid for a period of () days starting from (Insert Date) and shall before expiry, be automatically renewed until advised by the KRG that the contract has been awarded or returning the Original Bond.

This bond shall be contused and governed by the Laws applicable in Kurdistan Regional Government.

Yours Faithfully, [The
Issuing Bank]
Authorized Signatories

(To be issued by a locally registered bank, licensed and located in Kurdistan Regional

Government)

Appendix D: Performance Bond (Specimen)

(This document is included for the purpose of information only and should not be completed at Tender stage)

GUARANTEE/PERFORMANCE BOND

The KRG Kurdistan Regional Government

Dated: -----

SERVICE AGREEMENT : -----

SERVICE AGREEMENT FOR: **Provision of a comprehensive solid waste solution for the city of Erbil and its surroundings, Kurdistan Regional Government**

SERVICE PROVIDER -----

VALUE OF SERVICE AGREEMENT-----

1. We hereby guarantee to pay to the KRG a sum of USD..... (Amount in words US Dollars.....)

2% of the Service Agreement sum as a guarantee for the due and proper performance of the Service Agreement.

2. The guaranteed sum shall be paid on first demand to the KRG without reference to the Service Provider, and without conditions of proof.

3. This guarantee shall be valid up to (date scheduled for completion of Service Agreement) and shall before expiry, be automatically renewed until the Final Acceptance Certificate has been issued and until advised by Finance Department that the Service Agreement has been fulfilled.

Signed and Sealed

LOCAL BANK RECOGNISED IN KURDISTAN REGIONAL GOVERNMENT

APPENDIX E: ELIGIBILITY AND QUALIFICATION FORM

1.3. GENERAL

In completing this form, you may include additional text by way of annexures and diagrams, tables, charts and graphs to illustrate any information provided. Any supporting documents to be submitted must be accompanied with an English translation which has been carried out by a certified legal translator.

Tender Number:	
Full Name/s of Bidder:	
Trade Licence of Bidder (if applicable):	
Street Address of Bidder:	
Postal Address of Bidder:	
Telephone No of Bidder:	
Facsimile No of Bidder:	
Email Address of Bidder:	

1.4. CORPORATE AND FINANCIAL INFORMATION

1.1.1 Structure

The Bidder shall include an organogram showing the corporate structure (Section 5.1.1 of the ITB)

1.1.2 Corporate Information

The Bidder shall include the corporate information of his organization (Section 5.1.2 of the ITB) The Certificate/s of incorporation must be attached to this Form

1.1.3 Financial Information

The Bidder shall include the audited annual information for the last three (3) years and any financial information required in the ITB (Section 5.1.3).

1.5. List and LOCATION OF FACILITIES

The Bidder shall list details of all physical facilities, including offices, depots and labour accommodation owned or leased by the Bidder, and their location in their country of origin.

1.6. Sub-Contractors

The Bidder shall list details of all sub-contractors (if applicable) and their role in the performance of Services.

1.7. litigation

The Bidder shall list details of any litigation as required in the ITB (Section 5.1.4).

1.8. Project expertise and references

Please provide a list of Project Experience and References below are details of the Bidder's previous expertise and referees as required by Section 5 of the Instructions to Bidders:

Please provide references of relevant projects from the last five (5) years. The following minimum thresholds should be met:

- i. Construction of a sanitary landfill in accordance to USEPA standards (two references);
- ii. Operation of a sanitary landfill (three references);
- iii. Operation of a material recovery facility (three references);
- iv. Operation of a composting facility (two references)

<u>Project References Form (Use One Form for Each Project)</u>	
Assignment Name	Country
Name of Client	Location Within Country
Start Date (Month/Year)	Professional Staff Provided
Completion Date (Month/Year)	No of Staff Months
Name of Associated Firm (if any)	Approximate Value of Services
Professional Staff	

<u>Project References Form (Use One Form for Each Project)</u>
Name of Senior Staff Involved and Functions Performed
Detailed Narrative Description of Project & Services Provided, including Geographical Area (km ²) and Mobilized Resources (Labour, Equipment, and Mobile Equipment).
Client Representative Name and Contact Details

The Bidder shall include a signed and stamped letter reference from the Client for each Project.

1.9. Quality Assurance

The Bidder shall provide details of its Quality Management System (QMS) and any certificates (Section 5.1.6).

1.10. Environmental, Health AND Safety Management System

The Bidder must provide copies of their quality, environmental, health and safety system certifications and include them as attachments to the Proposal Form.

1.11. equipment and VEHICLES

The Bidder shall include details of equipment and vehicles currently owned or leased by him that are related to the works of the project.

1.12. insurances

The Bidder shall provide insurance details of the following:

- (a) Comprehensive General Liability
- (b) Automobile and Vehicle Liability
- (c) Workmen’s Compensation Insurance
- (d) Employer’s Liability Insurance

Details of the insurance are set out below and a certificate of currency shall be attached to this Form.

- (a) Name of insurer;
- (b) Policy number;
- (c) Expiry date; and
- (d) Limit of cover.

1.13. Emergency Plan

The Bidder shall provide its Emergency Management Plan and procedures as required in the ITB (Section 5.1.9).

1.14. Statement of Compliance

The Bidder must submit a Statement of Compliance as an attachment to this form.

1.15. Power of Attorney and Anti-Collusion Affidavit

The Bidder must submit a Power of Attorney Certificate and complete and submit the Anti-Collusion Affidavit Form which is included as Appendix G of the ITB.

1.16. FURTHER AGREEMENT

1.1.4 The Bidder agrees that in submitting this Tender it is bound by the terms of and gives all warranties required by the RFP.

1.1.5 This Tender shall remain open for acceptance and be irrevocable until the date which is 120 days after the Closing Date.

1.1.6 All terms used in this Tender Form shall bear the meanings assigned to them in the ITB and the relevant Services Contract and Services Specifications.

1.17. OFFER

The Bidder offers to carry out the Services described in the RFP and any addenda issued after the date of the Invitation to Tender as listed below, and agrees to carry out the Services in accordance with the terms contained in the Services Contract and Services Specifications forming part of the RFP and in accordance with the standards and representations contained in the Bidder's Proposal including this Tender Form.

Addendum Number

Date Issued

DATE OF OFFER: _____

.....
Full Name of the Bidder Authorized Representative

.....
Signature and Company Seal

Appendix F: Insurance

The Contractor shall maintain in full force and effect throughout the Contract Period and throughout any extension or renewal thereof in the names of the Contractor and the Ministry of Municipalities and Tourism the following insurance policies:

- Comprehensive General Liability (to include but not limited to, bodily injury and property damage coverage) with a limit not less than USD (TBD) combined single limit per occurrence for bodily injury, personal injury and property damage.
- Employer's Liability Insurance: USD (TBD) per accident.

In addition to the above policies, the Contractor shall maintain in full force and effect throughout the Contract Period and throughout any extension or renewal thereof in the name of the Contractor the following insurance policies:

- Workmen's Compensation insurance as required by the Labor Code of Kurdistan Regional Government: Limit as required by the Labor Code of the Kurdistan Regional Government.

Appendix G: Anti-Collusion Affidavit

The Ministry of Municipalities and Tourism

Address

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by Bidders as a part of this its RFP Tender response:

The undersigned deponent, of lawful age, certifies that he has lawful authority to execute the foregoing proposal; that he has not and will not divulge to, discuss, or compare his proposal with other proposers and has not colluded with any other proposer or parties to the proposal whatsoever;

Deponent further states that the Bidder has not been a party to any collusion among proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any Kurdistan Regional Government official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between proposers and any Kurdish official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Bidder has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the Kurdistan Regional Government directly or indirectly, in the procuring of the award of agreement pursuant to this Tender.

Legal Name of Bidder Submitting Proposal:

Sign:

Title:

Date:

Appendix H: CV Formats for Key Positions

CVs should be submitted in the following basic format and contain the listed information as a minimum:

Name	
Designation	
Proposed position on the contract team	
Professional qualifications	
Years of professional experience	
Years employed by the company	
Experience of working on similar positions on similar projects:	
Project name	
Project description and size	
Approximate contract value (USD.)	
Specific Role	
Dates	
Other relevant experience:	

Project name	
Project description and size	
Approximate contract value (USD.)	
Specific Role	
Dates	

Appendix I: Financial Proposal Form

Sorting, tunnels treatment and landfilling Combined

Year	USD/Ton	Ton/Year	Amount/month* (USD)	Amount/Year (USD)
Year 1				
Year 2				
Year 3				
....				
Year 15				

Bidder Note:

The actual monthly service payment for treatment and disposal is calculated according to the Unit rate per ton (US\$/ton), that is the “gate fee” (at the treatment facility), agreed upon on this contract and to the actual quantities (tons) received at the treatment facilities during the contract period.

The gate fee will be constant during the first 5 years of operation. The gate fee of the following years will be subject to adjustments resulting from the revision formula by the fluctuations of **fuel prices**, **electricity tariffs**, and **wage rates** to account for the evolution of the economic conditions by the application of formula for the price variations.

Starting year 6 of operation, the contractor, will submit at the end of each operation year of the contract, a balance-invoice establishing the different between the revised price based on the variation that has occurred and the price of the said previous operating year.

The revised remuneration of a certain year (n) is the difference between the actual monthly payments (made to the contractor) and the revised (calculated) monthly payments during the year under consideration. The revised monthly payments are calculated at the end of each operation year based on the average revised unit rate over a 12-month period

The price per ton of waste varies according to the following formula:

$$P_n = P_{(n-1)} \times [0.3 + 0.35 \times (W_n/W_{(n-1)}) + 0.2 (F_n/F_{(n-1)}) + 0.15 (E_n/E_{(n-1)})]$$

Where

- P_n = the revised unit rate for treatment and disposal services (US\$/ton) at the end of each month during the year of revision
- $P_{(n-1)}$ = baseline unit rate for disposal services (US\$/ton) used for payment during the year n-1

- W_n = KRG minimum wage index at the end of each month during the year of revision
- $W_{(n-1)}$ = KRG minimum wage index (12-month average during year n-1)
- F_n = KRG fuel price index at the end of each month during the year of revision
- $F_{(n-1)}$ = KRG fuel price index (12-month average during year n-1)
- E_n = KRG electricity tariff/ index (per KWH for industrial use) existing at the end of each month during the year of revision
- $E_{(n-1)}$ = KRG electricity tariff / index (per KWH for industrial use) (12-month average during year n-1)

In case the average revised price P_n deviates by less than 3% (increase or decrease), no price revision shall be implemented to the unit rate.

KRG and the Contractor are entitled to request adjustment to the revision formula in case any of the values of its variables W , F or E is doubled or decreased by half with respect to their values at the Commencement date, throughout the contract period.