Integrated Solid Waste Management Master Plan for Basrah Governorate

October 2007

Request for Proposal

(RFP Number - ISCA/RFP/2007/003)
REQUEST FOR PROPOSAL (RFP)

INTEGRATED SOLID WASTE MANAGEMENT MASTER PLAN FOR
BASRAH GOVERNORATE, IRAQ

Letter of Invitation

The United Nations Children's Fund (UNICEF) for Iraq through its Iraq Support Center in Amman (ISCA) is inviting experienced firms to submit their proposal for developing an "Integrated Solid Waste Management Master Plan for Basrah Governorate, Iraq" according to the attached Terms of Reference.

SEALED Proposals should be submitted to:

UNICEF - Iraq Support Centre in Amman (ISCA Office)
Um-Uthaina, Zaid Bin Al-Hussein Street, Building #7
P.O. Box 1551, Amman 11821, Jordan
Tel: 00 962 6 551 5921
Fax: 00 962 6 551 3745

It is essential that the offer shall be returned in a sealed envelope with reference number - ISCA/RFP/2007/003 shown clearly on the envelope (Attention: Supply and Logistics Section) to the above mentioned address latest by 16:00 Hours on the 8th of November, 2007. The proposals should be in two separate envelopes and clearly marked - one for Technical proposal and another for Financial Proposal. 

The Form and Schedule(s) MUST be used when replying to this Invitation.

IMPORTANT – Proposals received in any other manner will be INVALIDATED.

Due to the nature of this RFP, there will be no public opening. However we shall notify the result of bidding through E-mail upon request.
PROPOSAL FORM

PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this REQUEST.

TERMS AND CONDITIONS OF CONTRACT
Any Contract resulting from this REQUEST shall contain UNICEF General Terms and Conditions and any other specific Terms and Conditions detailed in the REQUEST.

INFORMATION
Any request for information only regarding the REQUEST must be forwarded by fax or e-mail to the attention of any of the following, with specific reference to the Request number.

Aubaid Raman (araman@unicef.org)/ Sayed Ahmady (sahmady@unicef.org)
Chief of Supply & Logistics/ Logistics & Contracts Officer
Tel: +962-65515921 ext. 115/ 125
Fax No.: 00 962 6 551 3745

PROPOSAL
The Undersigned, having read the Terms and Conditions of ISCA /RFP /2007/003 set out in the attached RFP, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: ________________________________
Date: ________________________________
Name & Title: ________________________________
Name of Firm: ________________________________
Postal Address: ________________________________
Tel/Cell Nos.: ________________________________
Fax No: ________________________________
E-mail: ________________________________
Validity of Offer (minimum 90 days): ________________________________
Documents comprising the RFP

Section-1: Instructions to Bidders
Section-2: Proposal Requirements
Section-3: Evaluation of the Proposal
Section-4: Terms of Reference
Annexure-A: UNICEF General Terms & Conditions
Annexure-B: Supplier Profile Form (attached separately)
Proformas – 1, 2, 3, 4 & 5 (attached separately)
Instructions to Bidders

Purpose of RFP

This Request for Proposal (RFP) is issued to contract a qualified firm to provide consultancy services to UNICEF for the development of an Integrated Solid Waste Management Master Plan for Basrah governorate in Iraq.

General

Marking and Returning Proposals

Sealed Proposals must be securely closed in the bid envelope, or other suitable envelope, clearly marked on the outside with the **RFP Number – ISCA/RFP/2007/003** and dispatched to arrive at the UNICEF Office indicated **NO LATER THAN 16:00 Hours on 8th November 2007**.

The proposals should be in two separate packets and clearly marked – one for **Technical proposal** and another for **Financial Proposal**. Proposals without the RFP Number and in any other manner shall be **INVALIDATED**.

Time of Receiving Proposals

Sealed Proposals received prior to the stated closing time and date will be kept unopened. Once the closing date has elapsed, the sealed Proposals shall be opened. The concerned Officer of the Supply Section, UNICEF-ISCA will only open Proposals when the specified time has arrived and no Proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a Proposal not properly addressed or identified. All late Proposals (i.e. those received after the stipulated closing time and date) shall be returned to the Bidder by UNICEF.

Request for Information

Any request for information regarding the RFP should be forwarded to the personnel indicated on the proposal form.

 Corrections

Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.
Modification and Withdrawal

1) All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes with respect to the Original Proposal.

2) Proposals may be withdrawn on written requests received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has been opened.

Validity of Proposals

Proposal must be valid for a period of not less than 90 days after the Proposal opening, unless otherwise specified herein. The Bidders are requested to indicate the validity period of their Proposal.

Currency of Proposal

The currency of Proposal MUST be in US Dollars. Any Proposal which do not conform to this condition shall be considered invalid.

Invoicing and Payment

The Bidder shall be paid in $ US. UNICEF’s standard payment terms are net 30 days after receipt of FULL PAYMENT DOCUMENTATION as specified in the contract.

Rights of UNICEF

UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal. UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the Contract.

Award/Adjudication of Proposals

The Contract will be awarded to the Bidder offering a combination of the lowest acceptable prices and compliance to the requirements of this Request for Proposal.

Supplier Profile Form

Successful Bidders would be required to complete the Supplier Profile Form as per Annexure-B, if this has not been done already.

Error in Proposal

Bidders are expected to examine all Schedules and all Instructions pertaining to the work or Proposal. Failure to do so will be at Bidders’ own risk.
Procedures and Rules

RFP Change Policy

All requests for clarifications or queries on this RFP must be submitted in writing to the personnel indicated on the proposal form. Information provided verbally will not be considered a fundamental change and will not alter this RFP.

Inquiries received less than seven (7) calendar days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will be entertained. A response to written queries will be provided to all Bidders in writing.

RFP Response Format

It is MANDATORY that the company’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 the material/documents themselves may be provided as annexes to the proposal/response.

Proposals must be submitted in the English language. Offers received in any other language shall be considered non-responsive and therefore will not be considered by UNICEF. The Bidder must provide all the information requested in the “Documents comprising the RFP” to enable UNICEF to make a fair assessment of the Firm.

Information which the Bidder considers proprietary should be clearly marked “proprietary”, if any, next to the relevant part of the text, and UNICEF will then treat such information accordingly.

RFP Response Timeliness

It is mandatory that the Proposals arrive on or before the specified closing date. Any Proposal received after the closing date will be considered non-responsive. Non-responsive Proposals will be rejected without further consideration.

RFP Terms and Conditions

This RFP, along with any proposal thereto, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting the proposal, the Bidder agrees acceptance of the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

UNICEF reserves the right to:
- Contact any or all references supplied by the Bidder
- Request additional supporting or supplementary data (from the Bidder).
- Arrange interviews with the proposed Contractor
- Reject any or all proposals submitted
Accept any proposals in whole or in part

Negotiate with the most favorable Bidders

UNICEF will treat in confidence those parts of the RFP proposal that are marked "confidential".

Proposals must be valid for a minimum of ninety (90) days from the date of closing of this RFP and must be signed by an authorized representative of the company.

UNICEF shall not be held responsible for any costs incurred by the Bidders in the preparation of their proposal in response to this RFP.

Requisite supporting documents shall be provided for all the requested information under the Technical and Financial Proposals.

**Contractual Terms and Conditions**

Pursuant to the resulting contract, the Contractor shall provide the products and services specified in the proposal. The resulting contract will define all applicable authorities related to this requirement and the criteria for fulfillment of the contract.

The General Terms and Conditions attached as Annexure-A will form part of any contract resulting from this RFP.

The Technical Proposal **MUST NOT** contain any price information.
Proposal Requirements

Technical Proposal


The Technical proposal should demonstrate the Firm’s knowledge of the Project’s requirements and its understanding of the requisite tasks set forth in the Terms of Reference (ToR). In proposing the personnel for the work, the Consultant may associate with a Local Consulting Firm/s or individuals that are qualified to provide the services in the relevant fields. However, the Team Leader must necessarily be a permanent employee of the Lead Firm with at least preceding two years of continuous service with the said Firm.

The Technical Proposal should include the following:

1) Proposed Association arrangement with other Firms or Individuals, if any along with Letters of Association should be enclosed.

2) Background information about the Firm comprising –
   - Names of President, Secretary and Treasurer
   - Date and State of incorporation
   - Summary of Corporate structure and business area
   - Corporate directions and experience
   - Location of offices or agents relevant to UNICEF
   - Number and type of employees
   - Most recent Financial Statements.

3) Experience of the Firm and of any Firms associated with the Project. Experience should strictly confine to experience of the Firm and not of any Individual. The Project experience included should be similar to the present project. The information should be provided as per Proformas –1 and 2.

4) General Approach and Methodology proposed for carrying out the services covered in the ToR, including such detailed information they deem relevant.

5) Detailed Work Program including an Organization Chart showing clear responsibilities of each expert (Refer Proforma -4) and a personnel schedule indicating clearly the estimated duration and the planned timing of assignment of each professional.

6) Curriculum Vitae of Key Professional Staff as per Proforma-3.
7) Name, background and experience of key professional staff assigned to the Project with particular reference to their experience in similar type of work as per Proforma-4.

8) The Consultant shall provide a minimum of three (3) references of clients (preferably in similar type of work) for whom the Bidders has carried out contracts. UNICEF may contact references for feedback on Consultants / services provided by them.

- Name and description of Client Company/ Organization
- Scope of Work of Services provided.
- Commencement and Completion date of Contract

9) Summary of the Bidder’s financial status** (e.g. annual turnover in the last three years; value of consultancy work done in the last three years, value of assets). ** supporting documents should be provided.

10) Details of the biggest work* done in the last five years in terms of value covering - name of project, brief description, client’s name, location, value, duration and reference. (* Any assignment carried out by the firm)

11) Comments, if any, regarding the ToR designed to improve performance in carrying out the assignment, with full justification for the changes proposed are welcome.

12) The Bidder should note that if they combine the functions of Consulting Engineers with those of Contractors or if they are associated with, affiliated to, or owned by a Contractor or if they are affiliated to manufacturers or to manufacturers with departments of design offices offering services as Consulting Engineers, they must include in their proposal all relevant information regarding such relationship along with an undertaking to the effect that they agree to limit their role to that of Consultant and to disqualify self/ associates/ affiliates to work in any other capacity on this Project.

Financial Proposal

A separate financial proposal should be prepared. In preparing the financial proposal, Consultants are expected to take into account the requirements and conditions of the RFP document. The Financial proposal should include the following:

1) Detailed breakdown of Staff cost - Regular and Consultant (foreign and local in the field and at headquarters) based on monthly or daily rates.

2) Detailed breakdown of Out of Pocket expenses - such as return flights, other travel expenses, local transportation costs subsistence allowance, Office rent/ accommodation, Clerical assistance and other Office expenses.

3) Miscellaneous expenses such as communications, reproduction of reports, documents, drafting, equipment/ vehicles, computers etc.
Evaluation of the Proposal

Technical

Responses must contain the complete documentation as mentioned above for UNICEF to comprehensively evaluate each proposal.

UNICEF will first evaluate proposals for compliance with the mandatory requirements of this RFP. Mandatory requirements will be indicated throughout this RFP by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the Bidder. Proposals deemed not to meet all of the mandatory requirements will be considered non-responsive and rejected at this stage without further consideration.

Failure to comply with any of the terms and conditions contained in this RFP, including the provision of all required information, may result in a Proposal being considered non-responsive and rejected without further consideration.

At the next stage, the responses that comply with the stated mandatory criteria, will be technically evaluated in accordance with the Evaluation Criteria indicated in Table -I. During this review, UNICEF may seek clarifications and request for additional supporting documents.

For the proposal to be considered technically compliant, the Bidder must secure a minimum score of 525. Proposals not meeting these minimum score will be considered technically non-compliant and will not be given any further consideration. In addition, clarity and completeness of presentation will be considered during the evaluation. ## In case none of the Bidders score 525 or more the minimum qualifying score will be appropriately revised.

Only after the technical evaluation is completed, the envelope containing the financial proposal of the technically qualified Bidder will be opened. The price/cost of each of the technically compliant proposals shall be considered using the same methodology. The Bidders should ensure that all pricing information is provided in accordance with the Financial Proposal section contained herein.

The final ranking of proposals will be made on the basis of 70% weight to the technical evaluation and 30% weight to the financial proposal. The most-favored proposal shall be selected on the basis of the best overall value to UNICEF in terms of both technical score/merit and price.

A team may visit the Corporate Office of the potential successful bidder to assess their Organizational and technical capability before making a final decision to award the contract. This may include meeting with senior officials of the firm and interaction with their technical team, and seeking clarification, if any. The team may also contact some of the clients involved in similar projects and may talk to other appropriate agencies to get a feed back on the firm and its work.
Table – I

Evaluation Criteria

<table>
<thead>
<tr>
<th>Item</th>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Expertise and Experience of the Bidder</td>
<td>200</td>
</tr>
<tr>
<td></td>
<td>(Areas of expertise, its work experience in the solid waste sector,</td>
<td></td>
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<tr>
<td></td>
<td>recommendation letters from clients demonstrating successful</td>
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<td></td>
<td>completion of project, experience in developing countries/ middle</td>
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<td></td>
<td>east region, experience with bi-lateral/ multi-lateral Agencies/</td>
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<td></td>
<td>Institutions, etc.)!!!</td>
<td></td>
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<tr>
<td>2</td>
<td>Methodology and Work Plan</td>
<td>150</td>
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<tr>
<td></td>
<td>( Appropriateness of the methodology, demonstration of clear</td>
<td></td>
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<tr>
<td></td>
<td>understanding of the work requirements, clarity of the work plan,</td>
<td></td>
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<td></td>
<td>etc.)!!!</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Expertise of Personnel Proposed</td>
<td>150</td>
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<tr>
<td></td>
<td>(Qualification, skill set, work experience, suitability, etc.) !!!</td>
<td></td>
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<tr>
<td>4</td>
<td>Organizational capacity</td>
<td>175</td>
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<td></td>
<td>(Background of the organisation, location of offices globally, Quality</td>
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<td></td>
<td>Standards/ Policy, registration with professional bodies,</td>
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<td></td>
<td>Organizational structure, capacity of the bidder to implement –</td>
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<td></td>
<td>[location, type and magnitude of projects executed, annual turnover,</td>
<td></td>
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<td></td>
<td>value of biggest work done], etc.) !!!</td>
<td></td>
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<tr>
<td>5</td>
<td>Proposal Documentation</td>
<td>25</td>
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<tr>
<td></td>
<td><strong>Total Score</strong></td>
<td><strong>700</strong></td>
</tr>
</tbody>
</table>
Terms of Reference

Technical Information

Overall Situation in Iraq

The sanitary situation in most Iraqi cities is largely inadequate as is also reflected in Iraq Living Conditions Survey (ILCS), Food Security and Vulnerability Analysis Survey and the Multi Indicator Cluster Survey (MICS) carried out in 2004, 2005 and 2006 respectively. Littered streets and garbage filled neighbourhood sites provide ample evidence of the grossly deteriorated situation with regard to the solid waste collection and disposal posing grave public health risks to large sections of the community, especially in urban conglomerations. Traditionally waste management issues have been relegated to the back seat by the Government as well as the international community in the face of immediate and urgent needs in the water and sewerage sectors. No specific assessment on the solid waste sector exists to date except as part of the Water and Sanitation sector assessment carried out by UNICEF in 2001-02. Currently a broad study on “National Solid Waste Master Plan (NSWMP) for Iraq” is being undertaken by an international consulting firm with funding from USAID. A study by UNEP to determine the solid waste generation rate and their characteristics is ongoing for Basrah, Missan and Thiqar governorates and expected to be completed shortly.

The sector assessment study conducted in 2001-02 clearly noted the lack of compliance in locating disposal sites in several cities with respect to existing regulations (10 to 15 km to the south of cities) and a disregard to ground water pollution prevention. Absence of data on the residual capacity of landfill sites made planning a guessing work. The lack of adequate equipment was seen as a major obstacle to the sound management of landfill sites. Shortage of garbage collection vehicles was also reported. The report also highlighted the shortage of staff and the lack of adequate technical capacities. As noted above, even prior to the war, the solid waste sector painted a rather gloomy picture.

In the aftermath of the 2003 war and the rampant looting that followed, a large number of vehicles have been damaged or spare parts pilfered resulting in severe depletion of the sanitation vehicle fleet. With the result most Municipalities lack effective means of solid waste collection. The solid waste streams comprising residential, institutional, commercial and industrial are mixed rendering it almost impossible to segregate for individual treatment. Disposal of this mixed waste is usually by open dumping at sites that have not been adequately planned or appropriately sited. The aforementioned situation exists in general throughout Iraq, but with marked geographical differences between locations in the south, the centre and the north. The situation is particularly worse in the southern governorates.
Genesis of the Project

UNICEF/UN-Habitat conceived the Solid Waste Management Project against the above background for funding through the United Nations Development Group -Iraq Trust Fund (UNDG-ITF). Through this project UNICEF and UN-Habitat will support the Ministry of Municipalities and Public Works in its endeavor to improve the waste management services in Iraq. The project aims to improve the waste management practices at two levels. At the national level it will be the formulation of new laws, regulations, policies and programmes, and capacity building.

At the local level this will be attained through improvements in the existing solid waste management practices. Demonstration areas will be developed in Basrah governorate to exhibit standard waste management practices, also with a view to replicate successful operations elsewhere. Other capacity building measures including training of Government staff, up gradation of the sanitation vehicles' workshop, procurement of needed equipment & supplies will run parallel to ensure full convergence. With the participation of local Authorities, community representatives, NGOs and other partners, a garbage cleaning drive will be organized in suitable locations in Basrah city and will act as a kick-off for intensive public awareness activities thereafter.

Project Area Information

Basrah governorate is the third largest governorate in Iraq with a population of more than 2.5 million and comprises 7 districts. Basrah city is the largest city in Basrah governorate and happens to be the third largest in the country and home to nearly a million and a half people. Geographically the city is situated at a longitude of 30° 30' north and at a latitude of 47° 49' east. Basrah governorate encompasses nearly 20,000 square kms while Basrah city itself admeasures approximately 180 square kms and has a general elevation of 3 m above mean sea level. The soil is sandy - silty loam. The ground water table is generally high in Basrah city.

Basrah is well connected by roads to cities within Iraq as well as to neighboring countries. Basrah city is located at a distance of about 560 kms from Baghdad. It is the only coastal port of entry through the gulf and accommodates several harbors, mainly Um Qasr, Al-Zubair, Faw and others. There is also a marine fishing society in Basrah Governorate, which is active in Iraqi territorial waters and the Arabian Gulf.
It is estimated that Basrah governorate generates over 3100 tonnes of solid waste on a daily basis. Some of the mixed waste thus generated ends up in the 15 landfills that largely operate as dumping sites, while the remaining lies scattered in the neighbourhoods and streets. Collection system in Basrah governorate includes a transfer station and vehicles comprising 120 Compactors, 140 Dumpers (of various types - small, big and closed body), 18 shovels, 2 bull dozer and 2 graders.

Objectives of the Integrated Solid Waste Management Master Plan for Basrah governorate

The main objective of this plan is to instill the principles of environmentally sound management of solid waste into the solid waste departments of Basrah governorate while bringing about a significant improvement in their capacity to manage solid wastes effectively. In this context the Master Plan aims to critically review the prevailing waste management practices and suggest recommendations for improvement, laying the groundwork for short, medium and longer term investments and provide a contextually relevant template for developing similar governorate level master plans. The Master Plan will also draw inputs from the findings of the national level activities that will be concurrently done by UN-Habitat.

Scope of the Consulting Services

The scope of the consultancy assignment is to prepare an Integrated Solid Waste Master Plan for Basrah governorate with an in-depth study for Basrah city. The following paragraphs denote the minimum requirements that need to be carried out as part of the assignment. An Inception Report shall be submitted to UNICEF within one month from the date of signing the Agreement. The Consultancy Assignment will be for a maximum period of eight months from the date of signing the Agreement. Tentative time plan is indicated in the bar chart below.

Key Components of the Master Plan

Following are the key components of the Integrated Solid Waste Management Master Plan (ISWMP) for Basrah governorate:

- Structure of the Master Plan
- Solid Waste Disposal for Basrah City
- Equipment Procurement
- Institutional Strengthening
- Investment Strategy
- Private Sector Participation
- Social Issues

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1 Based on a per capita waste generation rate of 1.25 kg/capita/day. More realistic estimates will be available once the UNEP Study is completed.
2 Source-National Solid Waste Master Plan (NSWMP) for Iraq - 2007
3 Based on inputs received from the Basrah Technical Working Group dated 26/08/2007.
These are further elaborated below:

**Structure of the Master Plan**

1) Diagnosis of the existing waste management practices including review of available data and information on the solid waste sector in Basrah governorate including Basrah city;

2) Critical analysis of the existing solid waste collection, conveyance, treatment, and disposal practices within Basrah governorate with an in-depth examination of Basrah city for the current and future waste generation⁴;

3) Determine the key components⁵ of the Integrated Solid Waste Management Master Plan for managing all types of wastes in Basrah governorate including Basrah city;

4) Examine the suitability of decentralizing treatment/ disposal of solid waste in Basrah city;

5) Draw lessons from regional Solid Waste Master Plan in a developed country and a middle income country (at least one example each) preferably from the Middle East in terms of their structure, operational & financial mechanisms, their environmentally soundness, etc. that could be applied to Basrah governorate;

6) Propose a suitable waste collection, conveyance, treatment and disposal system for improving the efficiency and effectiveness of solid waste management in Basrah governorate in the short, medium and long-term⁶ duly considering the existing system and practices; Also suggest ways to deal with the existing wastes piled up in streets and neighbourhoods including the effort and cost involved;

7) Recommend suitable location/ area for implementing a model collection and conveyance system in Basrah city in the short term⁷. (It is preferable to determine this location duly considering item-10 to generate a greater impact of the intervention)

**Solid Waste Disposal for Basrah City**

8) Undertake detailed assessment of the existing disposal facilities⁸ in Basrah city to determine their utility and adequacy in the short, medium and long-term. In case the existing landfill capacity is inadequate (even after possible expansion) identify suitable location for the new landfill⁹ based on standard siting criteria. Determine the works

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⁴ Waste generation from all sectors namely - domestic, institutional, hospital and hazardous waste being generated/ expected in future need to be estimated.

⁵ Should be based on NSWMP for Iraq and duly incorporate the specific requirements at the governorate level.

⁶ Short term refers to (0 to 5 years), medium term to (5 – 10 years), and long-term refers to (10-20 years).

⁷ The implementation of the model collection and conveyance system will not be under the scope of the Consultant.

⁸ Currently there are two disposal (landfill) sites meant for Basrah city.

⁹ Standard landfill design and drawings developed as part of the NSWMP for Iraq should be duly considered with relevant changes made to suit the specific requirements of Basrah city.
needed to activate the existing landfill/s in the short term and prepare drawings, specifications and bills of quantities for implementing the same;

9) Prepare specific operational plan to run the landfill site/s in Basrah city in the short term that includes- refuse weighing, sequence of waste filling, arrangements for soil cover, staffing & plant requirements, management of environmental issues (noise, dust pollution, smell, etc.), insects & vermin control, salvage operations and monitoring for groundwater pollution;

10) Examine the suitability of other waste treatment/disposal methods to the situation in Basrah city and recommend a demonstration project (for example - composting, vermi-composting of wastes in select areas); For the demonstration project determine its location based on standard siting criteria including impact on the environment, estimate the cost, and prepare needed drawings and bills of quantities for implementation along with an operational plan for its operation;

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**Equipment Procurement**

11) Analyse the adequacy of the sanitation vehicles/equipment for managing the solid wastes in Basrah governorate in the short, medium and long term.

12) Examine the adequacy of workshop/garage facilities meant for the upkeep of sanitation vehicles and landfill equipment in Basrah governorate in the short, medium and long term.

13) Deduce the specific requirements of sanitation vehicles/equipment for Basrah city in the short term. From the identified needs, prepare a prioritized list for procurement of sanitation vehicles/equipment worth approximately $ US 1.5 Million along with their detailed specifications. In addition details of potential suppliers for sourcing this equipment need to be provided. (Procurement will be carried out independently by UNICEF through its Supply Division according to UN procedures).

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**Institutional Strengthening**

14) Analyse the existing institutional set-up for Basrah governorate including Basrah city covering the organizational structure, administration, staffing, operational, finance and regulatory arrangements, occupational safety & health issues with recommendations for improvement in the short, medium and long-term;

15) Develop guidelines for the establishment of a Management Information System (MIS) in Basrah governorate that includes formats/checklists for data collection on waste generation, characteristics, movements and disposal; recommendations for staffing; and software & hardware needs;

16) Based on the review of the existing staff capacities propose suitable capacity building measures in the short, medium and long-term. Recommend suitable training
programmes for Basrah governorate and city level staff (finance/accounting, technical and managerial) in the short term and rank them in terms of their priority and urgency;

**Investment Strategy**

17) Develop an action plan which identifies the steps, decisions and actions needed to implement the various recommendations of the study for Basrah governorate and Basrah city;

18) Estimate the capital investment and annual recurrent costs (salaries, O&M costs, fuel, spare parts, etc.) for implementing the proposed collection, conveyance, treatment, and disposal system in Basrah governorate and Basrah city in the short term. Also provide broad estimates for capital and recurrent costs in the medium & long-term;

**Private Sector Participation**

19) Illustrate examples of reasonably successful private sector participation in solid waste management preferably from the Middle East;

20) Determine the extent of private sector involvement currently in Basrah governorate and identify potential areas for private sector participation in future; Develop model guidelines for private sector partnerships in the identified areas;

**Social Issues**

21) Develop a plan to rehabilitate the scavengers (especially children) working at the landfill sites in Basrah city including NGO/ Civil Society involvement etc. in line with the best practices followed elsewhere in the world;

22) Develop a public education and awareness plan for Basrah governorate aimed at enhancing the knowledge and awareness of solid waste management issues among the Municipal staff and the community in the short, medium and long-term. For the short-term plan, prioritize activities that can be implemented with in a budget of 75,000 US$.

23) Suggest ways of engaging youth and women in the solid waste sector.

**Reports/ Documents**

During the course of the assignment the Consultant should submit the following documents:

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10 The NSWMP for Iraq and the UN-Habitat planned activities should be duly referred in this regard.
In addition to the above reports the Consultant will also submit the following at intermittent intervals as indicated in the implementation schedule:

- Disposal Site upgrading plan/ Selection of demonstration site
- Immediate capacity strengthening needs
- List of Equipment to be procured (including specifications)

### Operational Requirements/ Schedule

In order to make a proper estimate of the person-month effort needed for the assignment; the Consulting firm is expected to study the terms of reference carefully and is encouraged to seek clarifications from UNICEF, should there be any. The total duration of the consultancy assignment is estimated to be eight months as indicated in the following bar chart.

The Consulting firm is encouraged to engage local Agency / Consulting Bureau / University operating with in Iraq to facilitate their work inside Iraq and maintain closer interaction with the Government and UNICEF staff based in Iraq. This will also help in building the capacity of Iraqi Institutions. During the course of the assignment at least three stakeholder consultation meetings (each of approximately 3 days) are envisaged as indicated in the implementation schedule, where the staff from the Consulting firm will have to participate.

The Consultant will submit monthly progress reports that describe the progress made during the month and identifies issues that need to be resolved, etc.

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11 UNICEF will make all necessary arrangements for the consultation meetings – including venue; travel, lodging & boarding arrangements of Government partners. The Consulting firm is expected to make its own arrangements for its staff to participate in the said meetings.
### TENTATIVE IMPLEMENTATION SCHEDULE
INTEGRATED SOLID WASTE MANAGEMENT MASTER PLAN FOR BASRAH

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<th>Task</th>
<th>M1</th>
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<th>M3</th>
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<tr>
<td>Basrah SWM Master Plan</td>
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<td>Mobilization of Consultant/ Stakeholders meeting</td>
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<td>Inception Report</td>
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<td>Stakeholders workshop to review the preliminary findings</td>
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<td>Comments/ Observations forwarded to the Consultant</td>
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<td>Draft Final Report</td>
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<td>Stakeholder meetings to review and approve final report</td>
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<td>Final Report after incorporating all comments</td>
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<td>Other Outputs (part of the master plan) that will need to be provided intermittently @ @</td>
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<td>Disposal Site upgrading plan/ Selection of demonstration site ##</td>
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<td>Determination of immediate capacity strengthening needs</td>
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<td>List of Equipment to be procured (incl. specifications)</td>
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@@ : These outputs will be feeding into other parallel activities that will be separately pursued by UNICEF.

## : This will include a detailed layout plan and bills of quantities.

▼  : Milestone
UNICEF General Terms and Conditions

Acknowledgement Copy

Signing and returning the acknowledgment copy of a Contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

Delivery Date

Delivery Date to be understood as the time the Contractual work is completed at the location indicated under Delivery Terms.

Payment Terms

1. UNICEF shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

2. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

3. The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

Limitation of Expenditure

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

Tax Exemption

Section-7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

Legal Status

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

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 the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

Indemnification

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, 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 the acts or omissions of the Contractor or its employees 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, product 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.

Insurance and Liabilities to Third Parties

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.

2. The Contractor shall provide and thereafter maintain all appropriate workmen’s compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

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 work 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.

4. Except for the workmen’s compensation insurance, the insurance policies under this Article shall:
   - Name UNICEF as additional insured;
Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against UNICEF;

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

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

Source of Instructions

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

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 UNICEF 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.

Title to Equipment

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

Copyright, Patents and Other Proprietary Rights

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of execution of this contract. At UNICEF’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 UNICEF in compliance with the requirements of the applicable law.

Confidential Nature of Documents

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 UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

2. The Contractor may not communicate any time to any other person, Government or Authority external to UNICEF, any information known to it by reason of its Association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.
Force Majeure; Other Changes in Conditions

1. In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, the Contractor shall give notice and full particulars in writing to UNICEF 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 UNICEF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF 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 the Contract.

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

3. Force Majeure as used in this Article means acts of God, War (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

Termination

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or 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, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage that may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work that has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim...
UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article on "Settlement of Disputes" below shall not be deemed a termination of this Contract.

Sub-Contracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF 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 in conformity with the provisions of this Contract.

Assignment and Insolvency

1. The contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor’s rights or obligations under the contract.
2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

Use of UNITED NATIONS and UNICEF Name and Emblem

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

Officials not to benefit

The Contractor warrants that no official of UNICEF 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 the Contract.

Prohibition on Advertising

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

Settlement of Disputes

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 (United Nations Commission on International Trade Law) Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Privileges and Immunities

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

Child Labour

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article-32 of the Convention 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.

Anti-Personnel Mines

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion is children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

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 UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.