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INVITATION TO BID

UNDP-TUR-ITB(SR)-2017/06

**Procurement of 4 Units of Hydraulic Compaction Waste Trucks
under
“Strengthening Social Stability in Southeast Anatolia”
Project**

TURKEY

United Nations Development Programme
July, 2017

Section 1. Letter of Invitation

Ankara
July 13, 2017

Procurement of 4 Units of Hydraulic Compaction Waste Trucks in scope of “Strengthening Social Stability in Southeast Anatolia” Project

Dear Madame/ Sir

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

Section 1 – This Letter of Invitation

Section 2 – Instructions to Bidders (including Data Sheet)

Section 3 – Schedule of Requirements and Technical Specifications

Section 4 – Bid Submission Form

Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder

Section 6 – Technical Bid Form

Section 7 – Price Schedule Form

Section 8 – Form for Bid Security

Section 9 – Form for Performance Security

Section 10 – UNDP General Terms and Conditions of Contract for Goods

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme
Yıldız Kule İş Merkezi; Turan Güneş Bulvarı, 664. Sokak No:2 Yıldız Çankaya Ankara
Attention: Vural Dikmen, Procurement Officer

The bid should be received by UNDP no later than Friday, 28 July 2017, 15:00, Ankara Time.

Please confirm your interest to participate in this tender by sending an email with the reference "Invitation to Bid No: "UNDP-TUR-ITB(SR)-2017/06" to sr.procurement.tr@undp.org, preferably no later than Tuesday, 18 July 2017, 16:00, Ankara Time. The same email should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Usame Yalçın
Assistant Resident Representative (ARR), UNDP
(Operations)

Section 2: Instruction to Bidders

Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *"Country"* refers to the country indicated in the Data Sheet.
- e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *"Day"* refers to calendar day.
- g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services,

activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of

- Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

- 7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the Data Sheet)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 **Expertise of Firm/Organization** – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 **Technical Specifications and Implementation Plan** – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

- 15.3 Management Structure and Key Personnel** – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4** Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1** UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in

accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP

and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the Data Sheet (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the Data Sheet (DS no. 8), commencing on the submission deadline date also indicated in the Data Sheet (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally or by courier. The Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc Committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late

submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;

- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twentyfive per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	"Strengthening Social Stability in Southeast Anatolia Region" Project (99640).
2		Title of Goods/Services/Work Required:	Procurement of 4 Units of Hydraulic Compaction Waste Trucks for Gaziantep Municipality under "Strengthening Social Stability in Southeast Anatolia" Project.
3		Country:	Turkey
4a		Minimum PASS/FAIL Qualifying Criteria (Clauses 9.1 & 9.2)	<p>All criteria listed herein collectively serve as a non-discretionary "Pass/Fail" qualifying criteria that need to be fully met by the bidders. <u>Failure to meet any one of the criteria below constitutes a basis for disqualification of the bidder from further evaluation.</u></p> <ul style="list-style-type: none"> • PF1-Bidder shall not be banned or restricted to bid for public tenders. • PF2-Trade/Business registry certificates and trade registry gazette(s) that demonstrate the year of establishment as well as the most recent information on the shareholders and articles of association demonstrating that the bidder has at least 3 years of operation and experience. • PF3-History of Litigation: Non-performance of a contract did not occur within the last 3 years (2014, 2015, 2016 and onwards) prior to the deadline for submission of bid, based on all information on fully settled disputes or litigation. Ref. Section 6. Form 6.4.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<ul style="list-style-type: none"> • PF4- Bid Security, as stated in DS No. 9 of this ITB document, issued and filled according to the prescribed form in ITB Section 8. • PF5-Similar Experience Form (SEF), as provided in Section 6 (Form 6.3), demonstrating bidder's experience in undertakings of similar nature and scope. A bidder shall demonstrate that it has successfully completed within last 3 years (2014, 2015, 2016 and 2017 if available) similar contracts, cumulative value of which is not less than the total offered price. • PF6- Assembly and/or Production Capacity Form (PCF), as provided in Section 6 (Form 6.5), demonstrating the manufacturer's (either the Bidder's own in case it is the manufacturer or the main manufacturer's in case the Offeror is only an authorized seller) capacity to deliver the vehicles within the delivery time. The manufacturer's annual assembly and/or production capacity should be at least 40 of vehicles considered to be related and relevant in accordance with Section 6, P.1.3 of this ITB. • PF7-Bidder shall have service (including training, aftersales services etc.) capacity in Turkey and indicate the service locations and their coverage area. (Section 6). A list of authorized services for the chassis vehicle and equipment (with addresses and telephone numbers). • PF8-Warranty and Guarantee period shall be as per ITB requirements • PF9- The bidder must be an authorized dealer or reseller or manufacturer. An Authorization certificate issued by the manufacturer of the goods subject to bid if the bidder is reseller, dealer, importer or distributor of the goods. • PF10-Bidder's proposed delivery schedule is not later than the required latest delivery date.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<ul style="list-style-type: none"> • PF11- Valid ISO 9001:2008 (or most recently available update) Quality Management systems certificate of the manufacturer and valid ISO 14001:2004 (or most recently available update) Environmental management systems certificate of the manufacturer • PF12-Independently audited financial statements for the last three full years (2016, 2015 and 2014), as submitted to the competent tax authority, demonstrating that the bidder's annual average turnover for the last 3 years is not less than 1.000.000,00 USD, (Section6: Form 6.1 and Financial Statements) and bidder's average quick ratio is not less than 1 for the last year (2016) or average of the last three full years (2016, 2015 and 2014). <p>Please refer to Section 6: Form 6.1 and Financial Statements) upon which the Quick Ratio shall be calculated and must not be found to be less than 1 for the last year (2016) or average of the last three years (2014, 2015, 2016) .</p> $\text{Quick Ratio} = \frac{\text{Current Assets} - \text{Inventory}}{\text{Current Liabilities}}$
4b	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English The Bids shall be submitted in English. Meanwhile; <ul style="list-style-type: none"> • For local bidders based in Turkey, the supporting documents and printed literature may be submitted in Turkish language • For bidders from other countries, the supporting documents and printed literature furnished by the Bidder may be in a language other than English or Turkish provided they are accompanied by a certified translation by a sworn translator, in which case, for purposes of evaluation of the bid, the English translation shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not Allowed <i>Bidders shall submit bids for all of the items listed in the ITB.</i>
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Not applicable.
8	C.21.1	Period of Bid Validity commencing on the submission date	60 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required – PLEASE NOTE THAT THIS IS A MANDATORY REQUIREMENT AND IF THE BID SECURITY IS NOT FOUND DURING THE PUBLIC BID OPENING SESSION, THE BID SHALL BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION. Amount: _____ minimum 5.000,00 USD Form: _____ Form for Bid Security (Section 8)
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template)
11	B.9.5 C.15.4 a)	Validity of Bid Security	90 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages for delay	Liquidated damages for delay of delivery of vehicles will be imposed under the following conditions: Liquidated damages will be imposed if the offeror failed to deliver goods, subject to bid, to UNDP in accordance with the Section 6, form 6.6; section 3 Technical Specification Table and Related Services

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>Documents of this ITB.</p> <p>In case of delay on the delivery, the offeror shall be liable to pay to UNDP as penalty starting from the first calendar day of delay, at the rate of 0,5%, per each calendar day of delay calculated on the contract price. The sum of liquidated damages will be deducted from the final payment</p> <p>Next course of action: If the delivery of vehicles delayed by 20 days, UNDP may consider termination of contract.</p>
14	F.37	Performance Security	<p><input checked="" type="checkbox"/> Required Amount: 10% of the total contract amount Form: Bank Guarantee (see Section 9)</p>
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<p><input checked="" type="checkbox"/> United States Dollars (US\$)</p> <p><i>Any bids submitted in any other currency shall be converted to USD based on the applicable UN Operational Rate of Exchange valid on the date of tender deadline for the purpose of evaluation.</i></p>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before bid submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Vural Dikmen Address: UNDP Country Office Yıldız Kule İş Merkezi; Turan Güneş Bulvarı, 664. Sokak No:2 Yıldız Çankaya Ankara</p> <p>Fax No. :+90 312 496 1465 E-mail address dedicated for this purpose: sr.procurement.tr@undp.org</p> <p><i>This contact person and address is officially designated by UNDP. If inquiries are sent to other person(s) or address(es), even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i></p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Posting on the websites www.undp.org www.ungm.org www.devbusiness.com www.un.org.tr www.tr.undp.org
19	D.23.3	No. of copies of Bid that must be submitted	<p>Original: 1 Copies : 1</p> <p>Your offer, comprising of a Technical Bid and Price Schedule, should be submitted together in a sealed envelope indicating the tender reference:</p> <p>UNDP-TUR-ITB(SR)-2017/06</p> <p>Also 1 copy of the finalized (i.e. signed, initialled and stamped, as applicable) bid on a DVD in PDF format.</p>
20	D.23.1 b) D.23.2 D.24	Bid submission address	<p><u>REF: UNDP-TUR-ITB(SR)-2017/06</u></p> <p>UNDP Country Office Yıldız Kule İş Merkezi; Turan Güneş Bulvarı, 664. Sokak No:2 Yıldız Çankaya Ankara</p>
21	C.21.1 D.24	Deadline for Physical Delivery of the Bid to UN House in Ankara	<p>Date and Time : July 28, 2017 3:00 PM</p>
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable (electronic submissions are not allowed)
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: July 31, 2017 4:00 PM</p> <p>Venue : UNDP Country Office Yıldız Kule İş Merkezi; Turan Güneş Bulvarı, 664. Sokak No:2 Yıldız Çankaya Ankara</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
25		Evaluation method to be used in selecting the most responsive Bid	Non-Discretionary "Pass/Fail" Qualifying Criteria as stated in Data Sheet Item No:4; and Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	Relevant documents shall be submitted in accordance with the Pass/Fail Criteria stated in DS No: 4a
27		Other documents that may be Submitted to Establish Eligibility	<ul style="list-style-type: none"> • Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured with detailed information on bidder's local service capacity. • Certificate issued by the competent tax authority demonstrating whether the bidder has any outstanding tax obligations. • Certificate issued by the competent social security authority demonstrating whether the bidder has any outstanding social security debt at the time of submission of bid. • Bank Reference Letters • TSE 12681 Service Place Adequacy Certificate, or equivalent.
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<ul style="list-style-type: none"> • Bid Submission Form (<i>Section 4</i>) • Documents Establishing the Eligibility and Qualifications of the Bidder (<i>Use the form in Section 5 and include all mandatory attachments at the minimum</i>) • Technical Bid Form (<i>Section 6</i>) • Price Schedule Form (<i>Section 7</i>) • Bid Security (<i>Section 8</i>)
29	C.15.2	Latest Expected date for commencement of Contract	<i>September 11, 2017</i>
30	C.15.2	Maximum Expected duration of contract	75 days following contract signature by UNDP and the Contractor
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
32	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria for the bidders who met the minimum qualifying Pass/Fail criteria in DS 4.a and Section 3:</u></p> <p>Non-discretionary "Pass" or "Fail" rating on the contents of the Schedule of Requirements and Technical Specifications (i.e. The term "Pass" as used in this provision shall refer to the bidders' offered specifications without any "material deviation" as defined in Section 1 of this ITB).</p>
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Not Applicable
34		Conditions for Determining Contract Effectivity	Receipt by UNDP of the performance bond according to DS No:14 and Section 9 and signature of Contract by both parties
35		Other Information Related to the ITB	<p>UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their quotations excluding Value Added Tax (VAT). But, 'Special Consumption Tax' (ÖTV), as the vehicles will be handed over to the relevant beneficiaries, shall be applicable for the vehicles that are subject of this Procurement.</p> <p>Therefore the bidders shall prepare their bids with prices exclusive of KDV (VAT) and inclusive of ÖTV (Special Consumption Tax in line with the local legislation), as applicable.</p> <p>It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués and all other related legislation as well as the same for ÖTV.</p>
36		Payments	Payment shall be effected by UNDP within 30 days upon issuance of positive "Inspection and Acceptance" Report by the Inspection and Acceptance Committee for all vehicles and upon acceptance and approval of the related invoice by

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>UNDP.</p> <p>The invoices shall be issued by the Contractor upon acceptance of all vehicles.</p> <p>The contract amount will be paid within 30 calendar days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice.</p> <p>In case a local vendor established and operating in Turkey gets awarded the contract, the payment shall be effected in TL through conversion of the US\$ amount by the official UN exchange rate, valid on the date of money transfer. Otherwise, the payments shall be effected in US Dollars.</p>
37		Inspection and Acceptance	<ul style="list-style-type: none"> • An inspection and acceptance committee composed of UNDP personnel and UNDP technical expert(s) will be established. Interim inspections and acceptance will be realized at the assembly location of the bidder and final delivery location(s). • The awarded contractor shall notify UNDP at least 1 week prior to the dates on which the vehicles will be ready for interim inspection and final check. • There shall be at least one authorized person from the company who is experienced in the said vehicle operations and functions during the interim inspection, final check and function tests <p>- <u>Interim inspection and acceptance No: 1:</u> The Contractor shall assemble a vehicle as an example for interim inspection and acceptance. Interim inspection and acceptance will be realized at the assembly location of the bidder, latest within 25 days from contract signature.</p> <p>- <u>Interim inspection and acceptance No: 2:</u> The Contractor shall assemble the remaining vehicles for interim inspection and acceptance. Interim inspection and acceptance will be realized at the</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>assembly location of the bidder, latest within 55 days respectively from contract signature. Following the inspection and confirmation of the technical compliance of the vehicles by 'Inspection and Acceptance Committee', the vehicles will be delivered to the addresses indicated in Sections 3.b below.</p> <p>- Final Inspection and Acceptance: Final inspection and acceptance of all vehicles will be realized at the delivery locations designated in this ITB, latest within 60 days from contract counter-signature.</p> <ul style="list-style-type: none"> • The contractor company shall cover the expenses and equipment required for the interim inspection, final check and function tests • In case any of the vehicles listed in this ITB do not fully comply with the Technical Specification, the vehicles will not be accepted and received by the 'Inspection and Acceptance Committee' and the related payment will not be effected to the Contractor. • UNDP reserves the right to realize additional inspection(s) upon prior notification to contractor. <p>Note: "Interim inspection and acceptance" No: 1 and 2 may be combined at the discretion of UNDP.</p>
38		JV / Consortium	JVs and Consortiums are <u>NOT</u> eligible to submit a bid for this procurement.

Section 3– Schedule of Requirements and Technical Specifications

Section 3a: Technical Specifications

Items to be supplied		Hydraulic Compaction Waste Truck
Quantity		4 (Four)
Related Services		As indicated in Section 3.b Related Services
Delivery Date		At most w/in 60 days upon counter-signature of contract
Other Information		N/A
Description/Specifications of Goods		
1.1	GENERAL	<ul style="list-style-type: none"> • These specifications cover the superstructure materials and technical properties of the waste collection vehicles which will have 13+1.5 m³ waste carrying capacity with 18,000 kg of weight at maximum load on a 4x2-drive chassis truck to be purchased by UNDP (United Nations Development Programme) to meet the needs of certain municipalities. • Its superstructure consists of a waste chamber (body), rear lid and loading chamber, compaction and unloading panel, waste container unloading system, hydraulic installation and controls. • All sheet metal to be used for the superstructure construction shall be St-52 quality. • The superstructure and all its equipment shall comply with TS EN 1501-1 Standard. • The density of the compacted waste shall be regarded as a minimum of 0.5 ton/m³ and the weight at maximum load can only be exceeded by the weight tolerances specified in the Regulation on Road Traffic. • The dimensions of the completed vehicles shall not exceed the limits specified in relevant legislation and regulations.
1.2	TECHNICAL SPECIFICATIONS OF THE CHASSIS TRUCK	<ul style="list-style-type: none"> • The driver's cabin shall be white colored as the company's standard, flat-face, tilting, with a minimum 1+1 people capacity, two doors with central locking, electrically controlled door windows, electrically controlled and heated outside rear-view mirrors. All seats shall have automatic retreating seat belts, sun visors, windshield wipers with a minimum of 2 speed levels and window washing system, heaters, air-conditioner and radio-CD or Radio-MP3 players. • The engine shall be 4-cycle, 6-cylinder, water-cooled, with a turbo-intercooler feature; total engine size shall be a minimum of 6,700 cm³ and a maximum of 9,000 cm³; the maximum power shall be minimum 275 HP at 2,250 rpm at most and the minimum torque shall be at least 1,000 Nm, this level shall be reached in 1,250 rpm at most and the exhaust emissions shall meet the minimum Euro-6 level. The

		<p>cooling equipment shall have at least a -25°C antifreeze mixture.</p> <ul style="list-style-type: none"> • The gearbox shall have at least 8 forward and 1 reverse speed levels and a PTO exhaust. • The steering wheel shall be on the left and have tilt and height adjuster and hydraulic auxiliary power. • The brake system shall be disked or drummed, with ABS-ASR support, double circuit with full dry air. Also, it shall have an exhaust or engine brake and an air operated parking brake effective on the rear axle. • The suspension shall have leaf springs, at least the front axle shall have a stabilizing bar and a shock absorber. • The electrical system shall be 24 volts, with at least 2x12Vx140 Amps-hour battery and a 28 volts 70 Amps alternator. • It shall have external front and rear lighting compliant with the Regulation on Road Traffic. (Parking and signal lamps, high and low beams, side marker lamps in the front; parking, brake, signal, fog and license plate lamps in the rear etc.) • The tire size and properties shall be as specified in the brochure, the vehicle shall have 6 tires and a full spare tire with the same properties and tire rim shall be provided. • The fuel tank shall have at least 150-liter capacity, the urea tank at least 10-liter capacity. • The vehicle shall have minimum 18,000 kg of Gross vehicle weight (GVW) at maximum load, the front axle capacity shall be at least 7,000 kg, the rear axle capacity shall be at least 11,500 kg, the weight of the chassis truck shall be 7,000 kg at most and its carrying capacity shall be at least 11,000 kg. • The chassis truck shall have a maximum length of 8,850 mm, maximum width of 2,550 mm, maximum height of 3,650 mm and the wheel base shall be a minimum of 3,600 mm and a maximum of 4,300 mm. • The model year of the chassis trucks subject to the offer shall not be older than the year when the offer is made.
1.3	WASTE CHAMBER (BODY)	<ul style="list-style-type: none"> • The auxiliary chassis shall be made of at least 8 mm pressed C-shape sheet metal and the auxiliary chassis shall be of the same width as the main chassis. The cross-section height of the chassis shall be determined by taking into account the amount of settlement of the vehicle suspension when it is loaded, leaving adequate gap for skid chain between the rear wheel and the mudguard and the cross-section height of the chassis shall not be less than 180 mm. The auxiliary chassis shall be connected to the vehicle chassis with bolts using proper connection brackets as recommended by the chassis vehicle manufacturer, front connections shall be flexible and bolts and nuts of the quality and size deemed appropriate by

		<p>the chassis manufacturer shall be used and these shall be tightened with the proper way and to the torque allowed by the chassis manufacturer.</p> <ul style="list-style-type: none"> • The bottom plate shall be at least 5 mm thick and supported by an adequate number of underlying pressed U-shape beams of proper section at least 4 mm thick. Beam intervals shall not exceed 750 mm in terms of beam axis. In order for the bottom plate to be supported from a wider surface, beams shall be embedded in the auxiliary chassis. • Under the front side of the body bottom plate, there shall be a tank with a ball valve to accumulate the leachate and the accumulated water shall be able to be emptied at the unloading location. • The side walls of the body shall be made of at least 3 mm thick convex metal plate within a pressed sheet metal frame at least 4 mm thick. On the internal surface of the side walls, there shall be slides above the floor level, on which the unloading panel will operate. For the slides; NPU 100 material or at least 5 mm thick pressed U-shape sheet metal of equivalent size shall be used. • The ceiling of the body shall be covered with an at least 3 mm thick sheet metal material, water accumulation shall be prevented on the ceiling and there shall be perforated moving connection lugs on the corners of the ceiling to let the body move when necessary. • Plastic or pressed sheet metal mudguards shall be made for the rear wheels and there shall be a spare tire storage place under the body by the right or left side of the chassis or chamber front side. If there is no suitable place in these areas; a spare tire storage shall be made for the spare tire on the body ceiling right front side and a ladder shall be installed for easy access to the spare tire. • The net loading volume of the body shall be at least 13 m³.
1.4	REAR LOADING AND UNLOADING LID	<ul style="list-style-type: none"> • The rear lid shall be connected to the body top rear corners through slotted lugs, the top lid upper connection lugs shall move upwards in parallel direction to the flange axis through hydraulic cylinders on both sides and the lid shall be released from the lower locking tabs and shall open at least parallel to horizontal. The total amount of time for the lid to open shall not exceed 20 seconds and the total amount of time for it to close shall not be less than 20 seconds. • On the rear lid cylinders, there shall be lock safety valves which will not let the lid drop in order to prevent hose bursts when the lid is open. Also; during maintenance, in order to prevent lid cylinders from being under constant load when the lid is open, there shall be a folding safety locking mechanism under the lid.

		<ul style="list-style-type: none"> • On the lid; in order to ensure leak proofing between the lid and the body, there shall be an easily replaceable and acid-resistant rubber gasket which shall be monobloc and shall move up to the lid moving cylinders' levels on the sides. • In order to ensure that the lid pushes against the gasket, locking tabs and the axes of the upper lid connection lugs shall not be parallel to the closing surface and there shall be a certain angle such that the gap between lid and body is reduced when it moves downwards in the slot axis. Locking tabs and upper lid connection lugs' slot sliding directions shall be parallel with each other. • The waste loading chamber shall have at least 1.2 m³ capacity to the brim and 1.5 m³ when piled on, it shall be in the proper form for the movement of the compaction bucket, the bucket shall not rub against the chamber while operating and there shall be no excessive gap between the chamber and the bucket and there shall be a leachate accumulation container under the waste chamber with a release valve. The waste loading chamber and all sheet metal surfaces exposed to the rubbing of the waste while the waste is being loaded in the chamber shall be made of at least 6 mm thick sheet metal and there shall be adequate reinforcement made of pressed U-shape sheet metal. • The compaction mechanism shall consist of a slide moving in a linear motion on top of the grooves made of solid steel material placed on the side walls of the rear lid and a rotary bucket at its end. The surfaces of the bucket which come into contact with waste shall be made of at least 6 mm thick sheet metal. The bucket shall gather the waste in the chamber with a rotary motion, compact the waste with an upward linear motion of the slide parallel to the lid surface and transfer it to the chamber. The total cycle period of the slide and the bucket shall not exceed 25 seconds in the automatic position. • Linear motions of the slide and the rotary motions of the bucket shall be ensured via two hydraulic cylinders each, hydraulic cylinders of the slide shall be placed outside the chamber on the sides and the hydraulic cylinders of the bucket shall be connected to the sliding system with bearings. • The sliding system shall move on top of the sliding grooves within shoes made of high density abrasion-resistant materials such as castermid or equivalent, these shoes shall be replaceable without dismantling the slide. Also, the centering of the slide inside the rear lid shall be made with adjustable shoes of the same properties. • The arms of the container loading system to be placed on the
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		<p>rear lid shall be foldable and be able to empty at least two different sizes of waste containers to be specified by the requiring municipality into the waste loading chamber. During unloading, the container shall be able to be rotated 135° with regard to its first position.</p> <ul style="list-style-type: none"> • On both sides of the back of the lid there shall be foldable ladders with nonslip stepping surfaces and handles. When the ladder is open, the hydraulic installation shall not operate, the vehicle shall not be able to move in reverse and its forward speed shall not exceed 30 kmh. • Lid lifting and sliding cylinders and hydraulic connections placed on the sides of the rear lid shall be made of at least 2 mm thick sheet metal, hinged and lockable, protected by right and left side lids. • Self-aligning bearings shall be used for upper and lower connections of all the hydraulic cylinders on the rear lid (lid lifting, sliding and bucket cylinders).
1.5	COMPACTION AND UNLOADING PANEL	<ul style="list-style-type: none"> • Compaction and unloading panel shall be formed by covering the surface of the panel frame which also carries the panel bearings and comes into contact with waste with at least 4 mm thick sheet metal, the body shall be moved on top of slides mounted horizontally on the sides of the body, using an extendable telescopic cylinder with at least 2 levels supported by the front body strut. • Bearings within the panel frame shall be covered with abrasion and acid-resistant castermid with easily replaceable bolted connections or equivalent material. • When the chamber is empty the panel shall stay at the rear end; when the waste is loaded, rear lid compaction mechanism shall move forward by releasing hydraulics in an adjusted pressure via a pilot controlled valve alerted by the hydraulic pressure and by doing so the waste shall be compacted. • Unloading shall be done by the panel being pushed to the rear end of the body as a result of the telescopic panel cylinder being fully opened after the rear lid is opened, since the panel moved up to the front side of the body when it was loaded. The duration for the panel to reach from the front to the rear end of the body shall be less than 90 seconds.
1.6	HYDRAULIC INSTALLATION	<ul style="list-style-type: none"> • The hydraulic installation shall consist of an oil tank, a hydraulic pump, 2 rear lid cylinders, 2 slide cylinders, 2 bucket cylinders, 1 compaction and unloading panel telescopic cylinder, suction and pressure pipes and hoses, manually controlled valves and electro-pneumatic or electro-hydraulic valves. • All movements in the system shall be executed by hydraulic

		<p>power whereas hydraulic power shall be provided through a hydraulic pump. The hydraulic pump shall have at least 200 bar pressure which shall be driven by a PTO coupled vehicle's gearbox. The hydraulic pump shall be able to pump at least 60 liters/minute of oil at the engine revolution level adjusted for manual accelerator and automatic accelerator. The hydraulic system pressure shall not exceed 175 bars for any of the hydraulic equipment. The adjusted engine revolution shall not be higher than the torque revolution.</p> <ul style="list-style-type: none"> • All hydraulic pistons used in the system shall be double-acting. There shall be a hydraulic locking valve to prevent hose bursts at the rear lid lift cylinders. Hydraulic cylinder bodies shall be made of seamless cold rolled St 52 BK quality pipe to DIN 2391C standards; its internal surfaces shall be honed and polished, internal surface roughness shall be 0.4 microns and the inside diameter tolerance shall be to ISO H8 standard. • All pipes used in the hydraulic installation shall be seamless cold rolled St 35.4 quality, normalized and bonderized to DIN 2391C standard with its phosphate coat in its interior and exterior. EO type imported compaction fittings shall be used at pipe joints. • Hydraulic hoses shall be able to operate within -40/+120°C temperature range and shall be resistant to hydraulic oil and external factors. Pressure hoses shall be made of Nitrile Rubber according to SAE 100R2 standard with double layer spiral steel wire reinforcement and suction hoses shall be made according to SAE 100R4 Standard with spiral steel wire reinforcement. A screening protection (spiral wrap, etc.) shall be applied to the exterior of hydraulic hoses in order to protect them against external factors and sudden hose bursts. • In the hydraulic system; all equipment pieces operating under pressure shall be able to endure at least 4 times of the pressure they bear. • The hydraulic tank volume shall be at least double the total cylinder volume and there shall be an oil level gauge with thermometer, a ventilated tank lid, a suction filter of 125 µ and a return filter of 25 µ on the tank and there shall be a discharge plug at the bottom of the tank. The filter permeability shall not be less than 100 liters/minute. • There shall be grease nipples at all joints in the system and all joints shall be oiled with grease.
1.7	ADDITIONAL ELECTRICAL INSTALLATION AND CONTROLS	<ul style="list-style-type: none"> • The electrical installation to be used in the superstructure shall comply with EN 60204-1 standards, flexible cables with TSEK certification shall be used; cables shall be passed through the tubes and the complete electrical installation

		<p>shall be done with the proper mounting brackets and without touching the metal surfaces, there shall be fuses and relay boxes for electrical equipment and they shall comply with EN 60529 IP 65 protection class.</p> <ul style="list-style-type: none"> • At the top side of the rear lid, there shall be 1 rotating amber lamp, a rear work floodlight and a rear view camera; in the driver's cabin, there shall be an LCD monitor. PTO and controls of these equipment pieces shall be at the driver's cabin. • The movement of the rear lid lifting and unloading panel shall be ensured by the double hydraulic controlling valve with a safety button and manual accelerator placed in the front left side of the waste chamber. Also there shall be a separate button to automatically operate the slide and bucket system on its own in order to empty the waste in the loading chamber. • Bucket, slide and container unloading controls on the rear lid shall be placed on the right side of the rear lid. Controls can be done manually via the hydraulic control sticks and automatically via the buttons in the control box. The control box shall contain buttons for automatic compaction motion options, electronic accelerator, driver alerts and emergency situations etc. The automatic compaction option shall bring the engine revolution automatically to the adjusted level. • The emergency stop button shall be placed on the left side of the rear lid as well as the driver's cabin and shall deactivate all controls except for the escape button. The escape control shall be in an easily accessible place within the loading chamber and shall reverse the system and bring the motion to its starting position. • Controls shall be suitable for operating with hand gloves and the button diameters shall be at least 20 mm. Markings on the controls shall be of easily visible size and color and erasure-resistant.
1.8	PAINTING-INSRIPTIONS AND EMBLEMS	<ul style="list-style-type: none"> • All the equipment pieces shall be sanded and cleaned with required chemicals before the painting, after the surface leveling is done by paste, onto an at least 40 µ epoxy primer, exterior surfaces shall be painted with the same color of the cabin, bottom surfaces and mudguards; if they are metal, they shall be painted with the same color of chassis, interior surfaces shall be painted with epoxy topcoat. Topcoat thickness shall be at least 40 µ. • At both sides of the superstructure and at its back, there shall be reflective strips and markings, in accordance with TSE ECE R-104 (2002) requirements. • Mandatory markings, warnings and function tagging shall be of an easily visible size and color, and shall be permanent not

		<p>to be erased or dropped.</p> <ul style="list-style-type: none"> • There shall be inscriptions and emblems requested by the requiring entity on the driver's cabin and the side surfaces of the waste chamber. Pictures-inscriptions and emblems on the side surfaces of the superstructure shall be in the form of cladding type. • Also on the driver's cabin and the superstructure, there shall be inscriptions and emblems specified by UNDP, its material properties, place and size shall be specified during the checks.
1.9	TRAINING	<ul style="list-style-type: none"> • After the final checks and final acceptance inspections, if the vehicles are found to be compliant, persons that will be appointed to use these vehicles shall be given free training by your company on the operation of the said vehicles and equipment on a date and address announced by the requiring entity. • Considering the user changes, training CD shall be generated and two copies shall be furnished along with each waste collection vehicle
1.10	FILES AND DOCUMENTS AND TOOLKITS TO BE PROVIDED ALONG	<ul style="list-style-type: none"> • Together with the vehicles; chassis vehicle conformity certificate, warranty certificate, user and maintenance manual as well as warranty certificates and user manuals for the various installations used (Radio/CD/MP3 player, air conditioner, digital tachograph etc.) shall be provided. • The approved modification design project and engineering computations or mass production certificate which are required for traffic registration; operation and maintenance manual and warranty certificate shall be provided for the superstructure along with the vehicles. • The first inspections required for traffic registration shall be handled by the company and its documents shall be provided to the requiring entity during the delivery. If the Mass Production Certificate is furnished, these shall not be required. • Together with the vehicles; mandatory equipment and toolkits to be included in vehicles based on their properties as specified in the Regulation on Road Traffic as well as other company standard toolkits shall be provided. Those included in the mandatory toolkits specified by the Regulation on Road Traffic shall not be included for the second time in the company standard toolkits. Mandatory equipment and toolkits according to the Regulation on Road Traffic are listed at the end of the specifications.
1.11	WARRANTY	<ul style="list-style-type: none"> • The vehicles in question and their superstructures shall have warranty for at least 3 years against defects in material and workmanship. The commitment prepared by the manufacturer regarding the warranty shall be in the bid

		<p>dossier and the requiring entities shall each be given one copy at the final acceptance of the vehicles.</p> <ul style="list-style-type: none"> • The Warranty shall start on the date when the requiring entities receive the vehicles and provisions in the Warranty Regulation shall apply regarding the warranty. • A commitment shall be provided to supply spare parts for a fee for 7 years after the expiry of the warranty period. • Periodic maintenance intervals and fees shall be prescribed in the bid; maintenance shall be executed in the requiring entity's site during the warranty period and the first maintenance shall be free of charge except consumables. • The security amount specified for the warranty liability and the lien period shall be determined by UNDP and this period shall not exceed the warranty period.
1.12	QUALITY AND REFERENCE DOCUMENTS	<p>Bidders must provide;</p> <ul style="list-style-type: none"> • Industrial Registry Certificate • Certificate of Activity • Certificate of Manufacturing Competence • Capacity Report • TS EN ISO 9001 Quality Certificate, • TSE 12681 Service Place Adequacy Certificate, • TS EN ISO 14001 Environmental Management System Certificate, • CE Certificate, • Reference list indicating that they have already manufactured at least 15 units of rear-end loading and hydraulic compaction waste collection vehicles of specified properties, • A detailed brochure or catalog about the chassis vehicle and equipment, (English; Turkish brochure or catalogue is acceptable in case the product is manufactured in Turkey). • A list of authorized services for the chassis vehicle and equipment (with addresses and telephone numbers).
1.13	OTHER ISSUES	<ul style="list-style-type: none"> • Requiring municipalities and the number of vehicles to be purchased for these municipalities shall be specified during the invitation to tender, however it will be finalized during the contract phase depending on the sufficiency of the funds to be allocated. • The delivery places of the vehicles are the addresses announced by the requiring entities. • Vehicles shall be dispatched by your company to the addresses specified by requiring municipalities, all risks will be undertaken by your company until their final acceptance is completed and they are delivered to the municipalities. • Training on the vehicles and superstructures shall be provided on the date and addresses specified by the municipalities to which the vehicles were delivered.

		<ul style="list-style-type: none"> • Fuel and urea tanks of the vehicles shall be full when they are delivered. • Detailed responses shall be given to all clauses in the specifications for the offered vehicles and superstructures. • Together with the vehicles, company standard toolkits and the following toolkits and equipment compliant with the Regulation on Road Traffic shall be provided. <ul style="list-style-type: none"> a. 1 unit of Tachograph (mounted on the vehicle and compliant with the regulation and specifications issued by the Ministry of Science, Industry and Technology) b. 2 units of Rear Sign (Compliant with ECE R 70) c. 1 unit of Fire Extinguisher (Total filling capacity of 6 kg, KKT ABC Type.) d. 1 unit of Hydraulic Jack and Jack Lever (Suitable for the vehicle tonnage.) e. 1 unit of Hexagon Wrench and Handle f. 1 set of Spare Light bulbs (For the external lighting) g. 1 unit of Insulated Pliers h. 1 unit of Screwdriver (Flat tip-Philips head) i. 1 unit of Portable Lamp or Flashlight j. 1 pair of Skid Chains k. 1 unit of Towing Steel Bridle (Suitable for the vehicle capacity) l. 2 units of Reflectors (Compliant with ECE R 27 Regulation) m. 1 unit of Complete Spare Tire (at the size used in the vehicle, with tire rim and rubber) n. 1 unit of Wheel Chock (Suitable for the vehicle capacity) o. 1 unit of First Aid Kit (Contents are listed below.) <p>FIRST AID KIT CONTENTS</p> <ul style="list-style-type: none"> 2 units of Large Gauze (10 cm x 3.5 m) 1 box of Absorbent Sterile Gauze (10x10 cm, 50 pieces) 3 units of Triangular Bandage 1 unit of Antiseptic Solution (50 ml) 1 unit of Plaster (2 cm x 5 m) 10 units of Safety Pins 1 unit of Small Scissors (stainless) 1 unit of Esmark Bandage 1 unit of Tourniquet (At least 50 cm woven fabric) 10 units of Band-aids 1 unit of Aluminum Thermal Blanket 2 pairs of Medical Gloves 1 unit of Flashlight
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Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010]	<input checked="" type="checkbox"/> DDP (Delivered Duty Paid)	
Exact Address of Delivery/Installation Location	Tekstilkent Mah. Tüfekçi Yusuf Bulvarı Şahinbey / Gaziantep	
Mode of Transport Preferred	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
Delivery Date	60 (sixty) Days upon signing of the contract by both parties	
Customs, if needed, clearing shall be done by:	Supplier	
Ex-factory / Pre-shipment inspection	Please see Data Sheet item 37	
Inspection upon delivery	Please see Data Sheet item 37	
Scope of Training on Operation and Maintenance	Trainings for the vehicles operators of the municipalities where the vehicles shall be delivered.	
Payment Terms	Payment: The contract amount will be paid within 30 calendar days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice.	
Conditions for Release of Payment	Payment effected by UNDP within 30 days upon issuance of positive "Inspection and Acceptance" Report by the Inspection and Acceptance Committee for all the vehicles and upon acceptance and approval of the related invoice by UNDP.	
After-sale services required	Warranty on Parts and Labor: Minimum 10 years Guarantee on Parts and Labor: Minimum 3 years	
All documentations, including catalogs, instructions shall be in this language	For local bidders based in Turkey, the supporting documents and printed literature may be submitted in Turkish language For bidders from other countries, the supporting documents and printed literature furnished by the Bidder may be in a language other than English or Turkish provided they are accompanied by a certified translation by a sworn translator, in which case, for purposes of evaluation of the bid, the English translation shall prevail.	
Operating Manuals and Training Documents shall be in this language	Turkish	

Section 3c: Minimum Qualification Requirements (Pass/Fail Criteria)

Bidders who do not meet all minimum qualification criteria and requirements will be disqualified and their bid will be excluded from further evaluation.

Minimum PASS/FAIL Qualifying Criteria				
No	Subject	Requirement	Bidder	Document to be submitted
PF1	Eligibility to participate in public and UN tenders	Bidder shall not be banned or restricted to bid for public tenders in its country of establishment or UN. Organizations.	Must meet Requirement	Statement as per Section 5.13
PF2	Legal Status	Demonstrating that the bidder has at least 3 years of operations Legally established entity since 2014 or before as per ITB Clause A. and Data Sheet: 4a,	Must meet Requirement	Form 1 Bidder Information Form and attachments (<i>brochures, etc.</i>) Trade/Business registry certificates Trade registry gazette(s) that demonstrate the year of establishment as well as the most recent information on the shareholders and articles of association Please fill in Form 6.4 – "Litigation History Form"
PF3	History of Litigation	Non-performance of a contract did not occur within the last 3 years (2014, 2015, 2016 and onwards) prior to the deadline for submission of bid, based on all information on fully settled disputes or litigation.	Must meet Requirement	
PF4	Bid Security	Bid security in the amounts of: 5,000,00 (Fivethousands) USD MUST be submitted as per: ITB Clauses: B.9.5, B.15.4 , B.36 and Data Sheet: 4a, 9, 10, 11	Must meet requirement	Form for Bid Security (Section 8)

PF5	Experience	Demonstrating bidder's experience in undertakings of similar nature and scope. Bidder shall demonstrate that it has successfully completed within last 3 years (2014, 2015 and 2016 and 2017 if available) similar contracts which their cumulative value is not less than the total offered price.	Must meet Requirement	Similar Experience Form (SEF), as provided in Section 6 (Form 6.3),
PF6	Sales and/or Assembly and/or Production Capacity	The bidders' annual sales and/or assembly and/or production capacity should be at least 40 vehicles which are described in Similar Experience Form. Form 6.3	Must meet Requirement	Production Capacity Form (PCF), as provided in Section 6 (Form 6.5),
PF7	Service availability	Presence of service capacity in Turkey; as substantiated by the bidder. Authorized service list for the chassis vehicle and equipment including contact details. Section 3b.	Must meet Requirement	in Section 6 Part (1.1)
PF8	Guarantee and Warranty	Guarantee on parts and services for a minimum period of 3 years Warranty on parts and services for a minimum period of 10 years; (i.e. the bidder warrants availability of parts for sale at least a period of 10 years)	Must meet Requirement	Statement as per Section 6 - P2.8
PF9	Authorized Dealer Certificate	If the bidder is reseller, dealer or importer of the goods offered than an authorization certificate issued by the manufacturer of the goods.	Must meet Requirement	Authorization certificate issued by the manufacturer signed and stamped.
PF10	Delivery schedule	Bidder's proposed delivery schedule is not later than the required latest delivery date as specified in Section 3.b from contract counter-signature.	Must meet Requirement	To be submitted as per Form 6.6 Implementation Timeline

PF11	Quality and Environmental Certificates	Valid ISO 9001:2008 (or most recently available update) Quality Management systems certificate of the manufacturer and valid ISO 14001:2004 (or most recently available update) Environmental management systems certificate of the manufacturer	Must meet Requirement	Valid ISO 9001:2008 and ISO 14001:2004 (or most recent updates) shall be submitted.
PF12	Financial Situation	<p>Annual average turnover for the last three full years (2014, 2015 and 2016) more than 1.000.000,00 USD</p> <p>An average quick ratio (current assets - Inventory/current liabilities) equal to or higher than 1 (one) for the last year (2016) or average of the last three years (i.e. 2014, 2015 and 2016)</p>	Must meet Requirement	<p>Section 6: Technical Bid Form and attachments thereto (certified financial statements for 2014, 2015 and 2016)</p> <ul style="list-style-type: none"> - Submission of audited balance sheets or other certified financial statements acceptable to the Employer, for the last 3 full years (2014, 2015 and 2016) - Independently audited and certified financial statements for the last three full years (2014, 2015 and 2016), as submitted to the competent tax authority,

Section 4: Bid Submission Form¹

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: UNDP
Birleşmiş Milletler Kalkınma Programı
Yıldız Kule İş Merkezi;
Turan Güneş Bulvarı, 664. Sokak No:2 Yıldız Çankaya Ankara

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for Procurement of 4 Units of Hydraulic Compaction Waste Trucks under “Strengthening Social Stability in Southeast Anatolia” Project in accordance with your Invitation to Bid dated May 26, 2017. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.
- e) We are currently not banned and/or restricted to apply for public tenders.

We confirm that we have read, understood and hereby fully accept without any reservation the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP’s Standard Contract for this ITB.

We agree to abide by this Bid for 90 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form

The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: UNDP-TUR-ITB(SR)-2017/06

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1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: N/A		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. a. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO b. Are you banned or restricted to bid for public tenders in your country of establishment? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <ul style="list-style-type: none"> • All eligibility document requirements listed in the Data Sheet • If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. 		

Section 6: Technical Bid Form²

Procurement of 4 Units of Hydraulic Compaction Waste Trucks

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	Name: Title:
Address:	
Phone / Fax:	Phone: Fax:
Email:	Contact Person E-mail: Corporate E-mail:

PART 1: EXPERTISE OF FIRM/ORGANIZATION

P.1.1. Brief Description of Bidder as an Entity:

Please provide a brief description of the organization/firm submitting the Bid, such as business activities, the year and country of incorporation, and approximate annual budget/turnover, etc. This section should include a detailed description of bidder's local service (including aftersales services) capacity in Turkey (e.g. service centers, response time, policies on aftersales services and support etc.). Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of vehicles and/or performance of related services, indicating the status/result of such litigation/arbitration.

P.1.2. Financial Capacity:

Based on the latest audited financial statements, please fill out the following form:

Form 6.1: Financial Capacity

USD**	2014	2015	2016
Balance Sheet Information			
Current Assets			
Inventory			
Current Liabilities			
Quick Ratio			
Income Statement			
Annual Turnover (gross revenue) *			
Net Income			

* Please note that annual average turnover of the bidder for the last 3 years (2014, 2015, and 2016) shall not be less than 1.000.000,00 USD (USD Onemillion).

** For the conversion of TRY to USD please use CBRT (TCMB) Exchange Rate for selling declared on 31st December of the relevant year.

As supporting documentation, you may obtain bank reference letters, and based on the reference letters that

² Technical Bids not submitted in this format may be rejected.

you will obtain from the banks, please fill out the following form. Attach originals of the bank reference letters:

Form 6.2: Bank Reference Letters Form

Name of the Bank	Available Cash	Unused		Total
		Cash Credit	Credit Letter	
Total				

P.1.3. Track Record and Experiences:

Provide the following information regarding corporate experience within at least the last three (3) years which are related or relevant to those required for this Contract. Relevant experience will be considered in respect of the following: sale, marketing, manufacturing and/or general assembling on-board systems for waste-trucks *may be considered as related and relevant experience.*

Form 6.3: Similar Experience Form

Client	Date of the Contract or Purchase Order*	Contract Value*	Type(s) of vehicles delivered*	Delivery Time (in days)
Add/delete rows, when necessary				

Note that in order to be qualified, "a bidder shall demonstrate that it has successfully completed within last 3 years (2014, 2015 and 2016) similar contracts. For purposes of this, contracts completed in 2017 may also be cited)". The cumulative amount of these contracts shall not be less than the offered price". The parameters to be taken into account are marked with (*) in the above table. These are: "Date of the Contract or Purchase Order*", "Contract Value*" and "Type(s) of vehicles delivered".

P.1.4. Litigation and Arbitration History:

Provide the following information regarding any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of vehicles and/or performance of related services, indicating the status/result of such litigation/arbitration. All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

Form 6.4 Litigation History				
<input type="checkbox"/> No litigation history				
<input type="checkbox"/> Litigation history				
	Year	Outcome as % of Total Assets	Contract Identification	Total Contract Value (TRY, Equivalent)
			<i>Contract Identification:</i> <i>Name of Employer:</i> <i>Address of Employer:</i> <i>Matter in dispute:</i>	

PART 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

P.2.1. Scope of Supply
 Here the bidder shall indicate whether the items that bidder offers has any material deviations. Note that "Material Deviation" refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors. If there is no material deviation please indicate so, if there is material deviation please list all. Please note that material deviation may lead to disqualification.

ITEM	4 Units of Hydraulic Compaction Waste Trucks <i>Quantity: 4</i>	Required Specifications	Model, make and year (A)	Offer meets the specifications (YES/NO) (B)	REMARKS* (C)
1.1	GENERAL	ITB Section 3.a			
1.2	TECHNICAL SPECIFICATIONS OF THE CHASSIS TRUCK	ITB Section 3.a			
1.3	WASTE CHAMBER (BODY)	ITB Section 3.a			
1.4	REAR LOADING AND UNLOADING LID	ITB Section 3.a			
1.5	COMPACTION AND UNLOADING PANEL	ITB Section 3.a			
1.6	HYDRAULIC INSTALLATION	ITB Section 3.a			
1.7	ADDITIONAL ELECTRICAL INSTALLATION AND CONTROLS	ITB Section 3.a			
1.8	PAINTING-INSCRIPTIONS AND EMBLEMS	ITB Section 3.a			
1.9	TRAINING	ITB Section 3.a			
1.10	FILES AND DOCUMENTS AND TOOLKITS TO BE PROVIDED ALONG	ITB Section 3.a			
1.11	WARRANTY	ITB Section 3.a			

1.12	QUALITY AND REFERENCE DOCUMENTS	ITB Section 3.a			
1.13	OTHER ISSUES	ITB Section 3.a			

Notes:

A: Indicate model, make and year for the base vehicle, and for other items as applicable.

B: If there is no material deviation from the required specs, mark with "YES"

C: Mark with "N/A" if there is no material deviation, explain otherwise

Please note that the evaluations will be based on bidder's statement on whether the specifications of the offered vehicles with their on-board systems including but not limited to the base vehicles and their superstructure, ancillary, supplementary and complementary parts. A material deviation may lead to disqualification.

P.2.2. Manufacturing Capacity

Here the bidders shall provide information on its annual manufacturing/production/assembly capacity by for the items that bidder offer. The bidders shall use the following form to provide UNDP with necessary information. Please note, in order to qualify the bidders' annual assembly and/or production capacity should be at least 40 vehicles as specified in P.1.3.

Form 6.5 Assembly and/or Production Capacity Form

Items	Quantity in the ITB	Annual Manufacturing/ Assembly Capacity of the Bidder*	Annual Sales/Production Capacity of the Bidder*
Waste Truck	4		

* Please refer to section DS 4.a above of this ITB.

P.2.3. Implementation Timeline

Bidders shall use the Gantt chart below to indicate the production and delivery timeline.

Form 6.6 Implementation Timeline

Weeks:	Month1				Month 2			
	1	2	3	4	1	2	3	4
Signature of purchase order								
On-site Inspection of 1 st assembled Waste Truck								
Assembly of 2 nd Waste Truck								
Assembly of 3 rd Waste Truck								
Assembly of 4 th Waste Truck								
On-site Inspection of assembled Waste Trucks								
Acceptance of assembled Waste Trucks at delivery locations								

P.2.4. Technical Quality Assurance Mechanisms:

The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the vehicles and technologies to be supplied. **Attach valid ISO 9001:2008 and ISO 14001:2004 at the minimum and other certificates as you wish. Note that the specifications of the vehicles include specific certifications as well.**

P.2.5. Subcontracting:

Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

P.2.6. Risks / Mitigation Measures:

Please describe the potential risks for the implementation of this project that may impact achievement and

timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

P.2.7. Statement of Full Disclosure:

This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any. If there is none please indicate so.

P.2.8. Statement of Guarantee and Warranty:

Guarantee on parts and services for a minimum period of 3 years and Warranty on parts and services for a minimum period of 10 years; *(i.e. the bidder warrants availability of parts for sale at least a period of 10 years)*

P.2.9. Other:

Any other comments or information regarding the bid and its implementation

Section 7: Price Schedule Form³

Item No	Deliverables	Expected Date of Delivery (<u>max 60 days upon issue of the Purchase Order</u>)	Number of Units [A]	Unit Rate (Lump Sum, All Inclusive) [B]	Total Price (Lump Sum, All Inclusive) [A] x [B]	Currency
1	Hydraulic Compaction Waste Truck		4			
Grand Total						

Notes:

- The currency of the unit rate and total price should be the same
- **All quoted prices shall include ÖTV (Special Consumption Tax, as applicable in Turkey) and exclude VAT**
- All quoted prices should be lump sum and inclusive of all ancillary costs, including but not limited to transportation (insurance etc.) of vehicles, training, guarantee and warranty on services and parts.
- Depending on the availability of budget UNDP reserves the right to increase the number of units to be procured at the same unit rate quoted by the successful bidder by up to 25% as per Clause 35 of the Instructions to Bidders

³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Section 8: FORM FOR BID SECURITY

***(This must be finalized using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made in this template.)***

To: United Nations Development Programme (UNDP)

Yıldız Kule İş Merkezi;
Turan Güneş Bulvarı, 664. Sokak No:2 Yıldız Çankaya Ankara
+90 312 496 1465

WHEREAS *[name and address of Contractor]* (hereinafter called "the Bidder") has submitted a Bid to UNDP dated May 26, 2017 , to deliver goods and execute related services for Procurement of 4 Units of Hydraulic Compaction Waste Trucks under "Strengthening Social Stability in Southeast Anatolia" Project (hereinafter called "the Bid"):

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

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

This guarantee shall be valid until 30 days after the date of validity of the bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY⁴

***(This must be finalized using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made in this template.)***

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *Click to enter* Dated *Click to enter* , to deliver the goods and execute related services *Click here to enter text.* (Hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

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

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

⁴ The Performance Security that the Successful Bidder's Bank will issue shall use the contents of this template

Section 10: UNDP General Terms and Conditions of Contract for Goods

General Terms and Conditions for Goods

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

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

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted

with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export

licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

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

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

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

16.2 Arbitration

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

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be

deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

- 18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.