

# INVITATION TO BID

**Supply, Delivery, and Installation of Solar PV Systems and Materials for 27 Villages in East  
and South Darfur States**

**ITB-KRT-18-001**

**Darfur Solar Electrification Project  
Sudan**



**United Nations Development Programme**

**January, 2018**

## Section 1. Letter of Invitation

Khartoum  
January 23, 2018

### Supply, Delivery, and Installation of Solar PV Systems and Materials for 27 Villages in East and South Darfur States

Dear Sir or Madam,

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 – Contract to be signed, including General Terms and Conditions

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:

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,



Hari Kaffle  
Head of Procurement

## 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/transparencycdocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](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 Cover Letter 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.

#### 12.3 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.

### 13. Bid Submission Form

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

### 14. 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".

14.3 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.

## 15. 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.

## 16. 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.

## 17. 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.

### **18. 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.



## 19. 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.

## 20. 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.

## 21. 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

## 22. 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, by courier, or by electronic method of transmission. If submission will not be done by electronic means, 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.

### **23. 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.

### **24. 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.

### **25. 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.

## 26. 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

### 27. 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.

### 28. 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.

## **29. 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.

## **30. 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.

## **31. Nonconformities, Reparable Errors and Omissions**

31.3 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.

31.4 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.

31.5 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.

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

## **F. AWARD OF CONTRACT**

### **32. 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/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

### **33. 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).

### **34. 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 twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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:	Darfur Solar Electrification Project / 00096657
2		Title of Goods/Services/Work Required:	Supply, Delivery and Installation of Solar PV Systems and Materials for 27 Villages in East and South Darfur States.
3		Country:	Republic of the Sudan
4		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	<p>All items under this clause are required to be submitted by the bidders including:</p> <ol style="list-style-type: none"> <li>1. Valid Company Registration Certificate /and or License to Operate in the Country;</li> <li>2. A minimum 3 <b>contracts</b> implemented over the past 3 years, of a similar nature and complexity. The work cited should be at least 70 percent complete);</li> <li>3. Minimum Annual Turn Over for the last 3 years = USD1 million USD /year; or 3 million or more in 3 years</li> <li>4. Independently audited Financial Account for the last three years in English. UNDP will check the financial accounts to compute the quick ratio (QR). Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities.</li> <li>5. <b>If QR is less than 1</b>; UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties &amp; banks on the bidder' financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not financially capable and/or had serious financial problems.</li> <li>6. Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards thereof.</li> <li>7. Qualification of key personnel proposed for this project, as per minimum qualification stated below:</li> </ol> <p><b>Project Manager:</b></p>

			<ul style="list-style-type: none"> <li>- Master's Degree in relevant field (engineering, science, economics, business, finance)</li> <li>- Minimum 5 years of professional experience in managing and delivering the project of renewable energy, preferably in solar PV systems.</li> <li>- Renewable energy technology expertise,</li> </ul> <p><b>Installation Supervisor:</b></p> <ul style="list-style-type: none"> <li>- Bachelor's Degree or Diploma in electrical engineering.</li> <li>- Minimum 5 years of professional experience in supervising and quality controlling in installation of solar PV systems (Bachelor's Degree holder).</li> <li>- Minimum of 7 years of professional experience in supervising and quality controlling in installation of solar PV systems (Diploma holder);</li> <li>- Renewable energy technology expertise,</li> </ul>
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English [Certificates issued by the government entities may be submitted in the original languages with English Translation]
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> <b>Not Allowed:</b> Bidders must quote for both lots <b>(27 locations/ villages)</b> as follows: <b>Lot 1: 14 Villages in East Darfur State</b> <b>Lot 2: 13 Villages in South Darfur State</b> UNDP reserves the right to award the contract to one or more bidder depending on most responsive offer per LOT.
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered/Not applicable
7	C.22	A pre-Bid conference will be held on:	<b>Time:</b> 10:30 am <b>Date:</b> January 30, 2018 <b>Venue:</b> UNDP Country Office, House No. 7, Block No. 5, Gama'a Avenue, Khartoum, Sudan.
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 90 days

9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required Amount: <b>USD 16,000.00</b> or equivalent local currency. UN Exchange Rate used is 1 USD = 19.80 SDG Bid security original, must be mailed to UNDP Sudan below address:  United Nations Development Programme (UNDP) House No. 7, Block No. 5, Gama'a Avenue Khartoum, Sudan  The original bid security must arrive to UNDP procurement office before the bid closing date.  Bidder Shall upload Scanned Copy of Bid Security as part of their Bid Submission
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template) <input checked="" type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check The Bid Security shall name UNDP as the beneficiary. <u><b>Insurance Company's Guarantee Certificate is not acceptable</b></u>
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	At the discretion of UNDP, it may exceptionally consider advance payment maximum of 20% of contract amount or US Dollars 30,000.00 (or equivalent), whichever is less to cover the mobilization cost.
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.7% Max. no. of days of delay: 14 calendar days from the project implementation timeline <b>Next course of action:</b> May lead to contract termination at the discretion of UNDP when liquidated damage amount reaches 10% of contract value or 14 days of delay whichever comes first.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required:  Amount: 10% of contract amount/Purchase Order Value; Acceptable Forms: 1. Bank guarantee or irrevocable letter of credit, issued by a reputable bank (shall be in accordance with form included in the invitation to bid documents (section 9)) 2. Cashier's cheque or certified cheque.  (a) Within 7 days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the



			<p>amount of 10% of the contract Value;</p> <p>(b) The Performance Security shall be valid until end of the Project; defects liability period (i.e. 12 months after the intended completion date);</p> <p>(c) The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract;</p> <p>(d) The Performance Security shall be denominated in the currency of the contract;</p> <p>(e) Within seven (7) days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP, the UNDP will return to the Supplier the Performance Security and after the Contractor, at his own cost and expense furnishes to the UNDP a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the Warranty Period – retention money;</p> <p>(f) If, within 12 months after the works have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair;</p> <p>(g) If the Supplier fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Supplier, which shall be deducted from due sums against the Maintenance Guarantee.</p>
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<p>Due to the sharp devaluation of SDG against the hard currencies and its likelihood in the future, the selection of currency is left at the discretion of the bidder. The contract will be signed in the currency elected by the supplier and does not carry any contract price variations due to currency devaluation:</p> <p><input checked="" type="checkbox"/> United States Dollars (US\$)</p> <p><input checked="" type="checkbox"/> Local Currency (SDG)</p> <p><input checked="" type="checkbox"/> Any other convertible currency</p> <p>Method for Currency Conversion: UN Operational Exchange Rate prevailing on: Bid Opening Date</p>
16	B.10.1	Deadline for submitting requests for clarifications/questions	7 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	<p>UNDP Procurement Unit</p> <p>Address: UNDP Country Office, House No. 7, Block No. 5, Gama'a Avenue, Khartoum, Sudan</p> <p>E-mail address dedicated for this purpose:  <a href="mailto:inquiry.procurement@undp.org">inquiry.procurement@undp.org</a> </p>

			Any delay in UNDP's response shall not be used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the bidders.
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> UNDP will provide written response to Bidders request for clarifications and Posting Response in the e-tendering portal: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>
19	D.23.3	No. of copies of Bid that must be submitted	Original: 1 (signed and stamped)
20	D.23.1 b) D.23.2 D.24	Bid submission address	<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> Event ID: SDN10- 0000001969
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: February 12, 2018 @ 13:00 Hours (Sudan, Khartoum local time (GMT +2:00 Hours)
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> The Technical Bid and the Price Schedule must be submitted through UNDP e-Tendering Website: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Submission of tender electronically via UNDP e-Tendering Portal above. All the conditions of the e-Tendering must be met
24	D.23.1 c)	Date, time and venue for opening of Bid	Bids will be opened in the presence of bidders' representatives who choose to attend: <b>Date and Time:</b> February 12, 2018, 14:00 Hours (Sudan, Khartoum local time (GMT +2:00 Hours) <b>Venue:</b> UNDP Compound, Gama'a Avenue, Khartoum, Sudan
25		Evaluation method to be used in selecting the most responsive Bid	The evaluation will be made by LOT. Each LOT will be awarded <b>to one supplier</b> whose tender complies with the below evaluation method. <input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest priced offer of technically qualified/responsive Bid <i>[Note: Suppliers MUST bid for both Lots (27 locations / villages), failing which their bid will disqualify]</i>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Registration Certificate. License/ permit obtained from the Government of Sudan to operate in the country ( <b>It is a MUST for International Bidders, in case JV and one partner being from Sudan it is not necessary Note: When JV is obtained with local supplier, one partner can</b>

			<p><i>supply the equipment, and the local one can implement the installation).</i></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Contracts and/or Purchase Orders with Clients'</li> <li><input checked="" type="checkbox"/> List of all the projects implemented in the last 3 years with the contract value and client names (see section 6-1.3);</li> <li><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years;</li> <li><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top [3] Clients in terms of Contract Value in the past [3 years]</li> <li><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) 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.</li> <li><input checked="" type="checkbox"/> CVs of proposed project staff.</li> <li><input checked="" type="checkbox"/> Bid security</li> <li><input checked="" type="checkbox"/> Duly signed bid submission form (section 4);</li> <li><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;</li> <li><input checked="" type="checkbox"/> Specification of all offered equipment and materials (technical data sheets for all equipment and materials which the company plans to supply, catalogues, technical specifications, attests and certificates);</li> <li><input checked="" type="checkbox"/> Priced Bill of Quantities (Section 7);</li> <li><input checked="" type="checkbox"/> Project Implementation Plan/timeline, including a clear installation plan for each site.</li> <li><input checked="" type="checkbox"/> Lease agreement or ownership paper of Bidder's warehouse and Maintenance workshop in Sudan (could also be under sub-contractor arrangement)</li> <li><input checked="" type="checkbox"/> Project Completion Certificate Issued by Clients (Solar electrification Evidence Documents showing relevant level of experience and knowledge on the Scope of Supply and Services, e.g.)</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Bidders may submit Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li><input checked="" type="checkbox"/> Suppliers may submit Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures or distribute.</li> </ul>

28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	As per points 26 (mandatory) & 27 (optional) above.
29	C.15.2	Latest Expected date for commencement of Contract	1 <sup>st</sup> March 2018 or earlier
30	C.15.2	Maximum Expected duration of contract	Delivery of PV module and all equipment to installation sites and completion of entire installation: must be within maximum of <b>16 weeks</b> from signing of contract/Issuance of the PO
31		UNDP will award the contract to:	Most responsive bidder in accordance with conditions stated in clause 25 of Bid Data Sheet above
32	F.34	Criteria for the Award and Evaluation of Bid	<p><b>Award Criteria:</b></p> <p><input checked="" type="checkbox"/> Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications;</p> <p><b>Evaluation Criteria:</b> Compliance on the following Bid Evaluation Criteria:</p> <p><input checked="" type="checkbox"/> Full compliance to the scope of works and Technical requirements and standards;</p> <p><input checked="" type="checkbox"/> Compliance to the Delivery Date including installation (16 weeks from the signing of contract/Issuance of the PO).</p> <p><input checked="" type="checkbox"/> Minimum no. of years of relevant experience = 3 years;</p> <p><input checked="" type="checkbox"/> Minimum annual Turn Over for the last 3 years = USD1 million per year or 3 million or over in 3 years;</p> <p><input checked="" type="checkbox"/> Current Ratio of not less than 1.0 for the past three years. If the current ratio is less than 1, UNDP will verify financial stability/ strength of the Bidder and has the authority to seek references from concerned parties and banks on the Bidder’ financial standing. UNDP shall have the right to reject any bid submitted by a Bidder proved to be not financially stable as a result of the verification of the Bidder’s financial stability/strength; <i>[Note: in case of JV, main partner’s financial ratio will be analyzed]</i></p> <p><input checked="" type="checkbox"/> Minimum no. of projects with similar value and complexities successfully completed over the past 3 years = [3 projects];</p> <p><input checked="" type="checkbox"/> Conformity to Warranty on equipment offered for a minimum period as provided in specification requirements;</p> <p><input checked="" type="checkbox"/> Conformity to the warranty on the workmanship on the installation work as specified in specification requirement</p>

			<input checked="" type="checkbox"/> Suitability of the proposed project experts to manage the UNDP Project under the scope of the ITB;  <input checked="" type="checkbox"/> Confirmation of availability of local after-sale services within warranty period specified for each component item.
33	E.29	Post qualification Actions	<p>At the discretion of UNDP, some or all the below criteria will be applied for the post qualification of bidder:</p> <input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Interview with proposed Project Manager and/or Installation Supervisor of prospective supplier (Skype/Telephone or face-to-face);
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Upon supplier's acceptance of and signature of UNDP contract/PO for goods, after accepting UNDP General Terms and Conditions (Section 10); <input checked="" type="checkbox"/> Upon Submission of Performance Guarantee Certificate as specified in Bid Data Sheet 14 above;
35		Other Information Related to the ITB	<input checked="" type="checkbox"/> This is time sensitive project, requires successful bidders to mobilise the technical staff in the site in a way that allows the timely completion of the project within the stipulated time; <input checked="" type="checkbox"/> Suppliers may wish to form JV in case of supplier of goods cannot obtain license/permit to operate in Sudan; <input checked="" type="checkbox"/> Faulty items must be replaced with specified items and faulty workmanship must be rectified without increasing the cost to the UNDP and within 16 weeks of contract implementation duration. <input checked="" type="checkbox"/> Pre-shipment inspection certificate shall be issued at the cost of the selected supplier and provided to UNDP before the consignment is dispatched from the supplier's warehouse
36		Preliminary Examination of the Bids	Memo to Offerors (Examples of Bid Rejection) Bids have been rejected at the submission stage or found to be

			<p>technically noncompliant due to errors in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why bids are rejected by UNDP. Bidders are urged to read this before submission and to check that their bid conforms to each of these points and the instructions as noted in the bidding documents.</p> <ul style="list-style-type: none"> <li>• Bid is submitted <b>after</b> the deadline for submission, either by hand or electronically. Emailed bids sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your bids beforehand.</li> <li>• Bid not submitted to correct physical or electronic address. Note that the address for bid submission is different to the address for bid questions.</li> <li>• Bid is submitted as a single package, without separating technical and financial bid (including CDs).</li> <li>• Bid is not signed as per the instructions in the ITB.</li> <li>• Not all sufficient documents have been provided.</li> <li>• Documents provided are not in English or Arabic (as applicable)</li> <li>• Documents provided do not directly address each point of the evaluation criteria.</li> <li>• Bid is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the ITB and TOR.</li> <li>• Bid does not offer goods or services which have been specifically requested by UNDP in the Terms of Reference/ Scope of Works</li> <li>• Failure to enclose the Bid Submission Form (see Section 4).</li> <li>• The Bidder failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the ITB/TOR listed there which need to be incorporated in the bid.</li> <li>• The Bidder failed to read the minutes of the bidders' conference and to include the relevant points in their bid.</li> <li>• The bidder declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 9).</li> </ul>
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			<ul style="list-style-type: none"><li>• Bid contains viruses and/or corrupted files. The bidders should ensure that submitted bids DO NOT contain viruses and/or corrupted files.</li></ul> <p>Such bids will be rejected.</p> <p>The above examples illustrate some errors which may be made by bidders. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.</p>
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## **Section 3a-1: Schedule of Requirements and Technical Specifications**

### **Supply, Delivery, and Installation of Solar PV Systems and Materials for 27 Villages in East and South**

#### **Darfur States**

The solar PV systems to be installed include:

1. Indoor lighting systems
2. Street lighting systems
3. Water pumping
4. Solar lanterns

Transportation of solar equipment and materials from port of entry to villages under each LOT will be handled by the Contractor.

#### **General Standards for PV Modules and Components:**

- ✓ Recommended products are those which bear the Photovoltaic Global Approval Program (PV GAP) mark or seal or certified according to PVRs requirements. Products should be certified or compliant with the PV GAP Specifications.
- ✓ Organizations accredited to ISO 17025 or equivalent standards will be acceptable for issuing the component certifications. A maximum measurement of 3% is permitted on all tests of compliance.
- ✓ The applicable standards for individual system components have to be based on IEC standards for photovoltaic system components.

#### **Certification Requirements**

- ✓ Products must have a type-test certificate from an accredited testing and certification organization, and the system meets or exceeds the specifications given. Organizations accredited according to ISO 25 or equivalent standards will be acceptable for issuing the component certifications.
- ✓ Solar PV components or systems that bear the photovoltaic Global Approval program (PV GAP) Mark or seal will be acceptable for use.
- ✓ Solar PV module, battery, charge controllers, DC CFL, and DC/AC inverters that have been tested at an accredited testing institute and have a currently valid certification for use.

#### **List of Some Approved Test Institutions:**

Fraunhofer ISE-Germany, European Solar Test Installation (JRC)-Italy, National Renewable Energy Laboratory (NREL)-USA, Arizona State University Photovoltaic Testing Laboratory –USA, TUV Re-Inland Product Safety GmbH-Germany,

#### **1. PV Module**

- ✓ Only Crystalline modules are required and the relevant PVGAP standard is PVRs2 “Crystalline silicon terrestrial photovoltaic (PV) modules” The applicable international standard for modules IEC 61215:1993 crystalline silicon terrestrial modules-design qualification and type Approval.
- ✓ The flat-plate photovoltaic modules should comprise of no less than 36 series-connected single or poly-crystalline silicon solar cells
- ✓ The PV modules must be warranted to retain at least 80% of its rated peak watt measured at STC for at least twenty years.
- ✓ Each Module must be labeled indicating at minimum Manufacturer, Model Number, Serial Number, and Power Voltage & Current at max. Watt, Open Circuit Voltage and Short Circuit Current.
- ✓ Modules frame dimensions (35 x 29 mm and 1.7 mm thickness)
- ✓ Module junction box with IP65, connector MC4 with 4 mm<sup>2</sup> cable (IEC)/12AWG (UL) with a length of 70% of module length.



- ✓ The supplier is required to provide for each PV Module offered the following data: Equipment Origin, Type of Certification, I-V Curves, Dimensions, Warranty, any certificates for solar panels (TUV, IEC61215, ISO .....etc. ).

## **2. Batteries**

- ✓ GEL battery of 12 years design life in float service. With heavy duty grids, thicker plates,
- ✓ Maximum depth of discharge (DOD) to about 60% of rated capacity.
- ✓ Battery provides consistent performance and long service life.
- ✓ Higher specific energy density and excellent high rate discharge characteristics.
- ✓ It is Terminal Thread insert & Bolt
- ✓ The maximum permissible Self Discharge should not exceed 5% per month of rated capacity at 25C<sup>0</sup>.
- ✓ The supplier is required to provide for each Battery offered the following data:
  - The battery must be labeled indicating at minimum Manufacturer, Model Number, Voltage and Capacity.
  - Type of the battery (Gel)
  - Battery Voltage
  - Battery Capacity@C100
  - Life cycle
  - Battery performance versus Temperature
  - Warranty

## **3. Charge controllers**

- ✓ A solid state photovoltaic charge controller is required for all systems.
- ✓ Charge controllers must be supplied with charge and discharge voltage set points (adjustable), which match the battery requirements to ensure adequate protection and cycling.
- ✓ The charge controller must ensure safe and reliable operation in the temperature range 5 C<sup>0</sup> – 40C<sup>0</sup>.
- ✓ Charge controllers with electro-mechanical relays are not accepted.
- ✓ Self-consumption must be below 10mA.
- ✓ Connection terminals must easily admit cables of 6mm<sup>2</sup> minimum.
- ✓ Charge controller housing must offer a protection at least IP22. And that used for street light should be IP68.
- ✓ Charge controller must offer at least signs for Charging Mode, battery state of charge and load disconnect.
- ✓ Charge controller must be labeled indicating at minimum Manufacturer, model number, voltage & current ratings.
- ✓ Circuit Protection :-
  - Battery overcharge and excessive water loss.
  - Battery undercharge and excessive deep discharge.
  - Circuit protection against short circuit of any load.
  - Circuit protection against reverse polarity of any load.
  - Circuit protection against reverse polarity of module or battery.
  - Circuit protection against damage by the high PV open circuit voltage when it is connected to the controller without battery.
- ✓ The supplier is required to provide for each Charge Controller offered the following data:
  - The charge controller must be labeled indicating at minimum manufacturer, Model Number, Voltage, PV and Load Currents.
  - Type of the controller (Series/Shunt, etc.)
  - Operating Voltage(s)/ PV and Load Currents.

- Indicators, Battery Sensor.
- Warranty

#### **4. DC/AC Inverters**

- ✓ Pure sine wave output of 230Vac
- ✓ Inverters should be labeled indicating minimum Manufacturer, Model Number, Power Rating, Voltages and Frequency.
- ✓ Total Harmonic Distortion (THD) should be < 4%
- ✓ The inverter should have protection against Reverse Polarity, AC Short Circuit, AC Overload, High Voltage Disconnect, Low Battery Disconnect and High Temperature Disconnect
- ✓ The supplier is required to provide full specifications for each DC/AC Inverter offered like the following data:
  - System rating (W/VA)
  - Input Voltage (DC)
  - Output Voltage (AC)
  - Output Frequency and Waveform
  - Warranty

#### **5. LED Lamps:**

- ✓ LED Lamps should have a nominal voltage of 12/24 VDC
- ✓ LED Lamps must ensure safe and reliable operation in the temperature range -5C<sup>0</sup> to 50 C<sup>0</sup>.
- ✓ Minimum Lumen efficiency required is 25lm/W.
- ✓ LED Lamps should be marked with Manufacturer name, model, rated voltage and Watt.
- ✓ Performance guarantee should cover 3 Years.
- ✓ Vacuum metallic-membrane plating reflector, high-purity aluminum reflector, light housing and heating body, high intensity toughened glass covers
- ✓ Uses single powerful LED as the light source
- ✓ Utilizes the special design of multichip single module. Imported high brightness semiconductor chips.
- ✓ Integrative design for heat sink and housing; The LED is closely connected to the surface.
- ✓ The heat from LED is removed through the heat dissipation wing and also by the air ventilation.
- ✓ The design should ensure a 50,000 hours life-span for
- ✓ The LED, If it works 12 hours per day, it can work over 10 years lifetime
- ✓ The die-casting aluminum alloy housing is effective in waterproofing and dust prevention.
- ✓ It also helps in removing the heat properly. The surface of the light is specially treated, so it is able to bear an ultraviolet ray and resist to corrosion. The whole light meets the standard of IP65
- ✓ No ill glare; no abrupt and frequent flashes. The design ensures that bad glare is eliminated, vision fatigue and disturbance aroused by traditional
- ✓ Street light also can improve the safety of the driving.
- ✓ No delay start; no waiting. It can reach its normal light as soon as it is turned on.
- ✓ Environment friendly. Does not have lead, hydrargyrum, and any other
- ✓ Contamination. No pollution to the air.
- ✓ Provide high reliability connection of the solar panel, battery and charge controller.
- ✓ For AC LED lamps, an LED driver is used to rectify higher voltage, alternating current to low voltage, direct current.

#### **In general:**

- I. The luminaries should use white LEDs. The color temperature of white LEDs should be in the range of 5500o K – 6500oK. Use of LEDs which emit ultraviolet light will not be permitted.

- II. The light output from the white LED light source should be constant throughout the operation of the lights.
- III. The lamps should be housed in an assembly suitable for indoor use with an appropriate heat sink to dissipate the heat generated by LEDs during operation. The temperature of LED should not increase more than 10° above room temperature. This condition should be complied for 5 hours of operation of the lamp at a stretch while battery operating at any voltage between the loads disconnect and the charge regulation set point.
- IV. The luminaries must use the optics and diffuser in order to have uniform and glaze free light.
- V. The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of white LEDs used in the lighting system must be furnished along with the system. VI. All Luminaries should have a built in ON/OFF switch and fuse.

Following information on LED lamps must be provided, including but not limited:

- Bulb catalog with full specifications and manufacturer's name.
- Light bulb power consumption for nominal voltage current.
- Voltage, Frequency and current of the bulb.
- Flood light of the bulb in lumens.
- The entire life of the bulb is estimated by hours.
- Power factor of the bulb
- For DC Lamp (LED):
  - 1) Rated input power (in W)
  - 2) Rated luminous flux (in lm)
  - 3) LED luminaire efficacy (in lm/W)
  - 4) Luminous intensity distribution
  - 5) rated voltage & current
  - 6) With heat sinking

Note: Photometric measurement data per IESNA LM-79-08, EN 13032-1 & 2, IEC 62612, IEC62717, IEC 62722 or equivalent test procedures may include: total Luminous flux (lumens), luminaire power (Watt), luminous intensity (candela) Distribution in one or more directions, chromaticity coordinates, CCT and CRI etc.

## **6. Portable Lanterns:**

- ✓ Portable lanterns shall be integrated rechargeable units comprising of LED Lamp, battery storage and associated control.
- ✓ The lantern shall be suitable for charging 12V DC supply through an appropriate jack.
- ✓ The lantern shall provide 3600 coverage with 400 lumens for a minimum of 6hours /day. The lamp shall be 7W LED or equivalent.
- ✓ The lantern shall provide indications of the status of the battery conditions. It shall be protected for reverse polarity.
- ✓ The lantern shall be supplied with a charging cable and 10Wp PV crystalline module.

## **7. Solar Pumps:**

Systems shall be sized by the supplier to meet the performance requirements below:

- ✓ The PV pump system shall include a solar array, wiring, Module Support Structure for Solar array , power conditioner, submersible pump, pump electrical cables, Pump security wire clamp, galvanize pipe and fittings, borehole cover, earthling , flow meter.
- ✓ The pump system shall deliver at least the quantity of water in (m3/day) at the total pumping head in (m), under local solar radiation conditions.

- ✓ The pump shall be a submersible electrical borehole pump, and surface mount or shaft driven pumps are not acceptable.
- ✓ The pump motor may be either AC or DC operated, and the pump impeller may be centrifugal, positive displacement, or rotating helix type. The only requirement is that the maintenance demands of the pump should be minimal, and the pump is intended to be operated down the borehole for 10 years without maintenance. Pumps which will require replacement of brushes, diaphragms, bushings or other components as part of routine maintenance during this period are not acceptable.
- ✓ Pumps shall be supplied with the following protections:
  - Dry running protection.
  - Thermal overload protection.
  - Over and under voltage protection.
- ✓ The contractor is required to size the complete PV pump system and ensure that it meets the performance requirements above.
- ✓ PV Pump system performance curves shall be provided at time of tender for the expected solar and hydraulic conditions. Daily water output curves shall be provided, Instantaneous output curves may be provided. Pump performance shall be tested during the “Test or “Blueprint” installation to ensure compliance before acceptance.

### **8. Module Support Structure:**

Module support structure should be corrosion resistant (galvanized or rustproof painted steel or aluminum) and electrolytically compatible with that of module framing material, fasteners, bolts and nuts. Module support structure design should be flexible in such a way that it allows proper orientation and system expansion. In Sudan, roof mounting is preferable, as possible and structures should firmly be attached to roof beams. Doing so, a clearance of at least 10 cm should be kept between modules and the roof to allow proper ventilation/cooling. Pole mounted structures should be secured by guy wires to increase rigidity. In all installations, modules accessibility should be considered.

The minimum requirement for support structure is as follows:

1. For one or two PV panels iron angle of 1 ½× 1½ inch, 3 mm thickness.
2. for more than two up to 6 PV panels iron angle of 2 × 2 inch, 3 mm thickness or similar steel material. These panels are ground mounted, see drawing in Annex I (drawing).
3. for water pump:  
 Iron angle of 2 ½× 2½ inch, 5 mm thickness, for main structure, and square pipe of 8 × 4×1mm with 1½ inch iron angle wild on it for connections, and support legs should be made from 12 cm I section iron channel with 4 mm thickness, the front legs should be 2 m high from the ground. See Annex I – Drawing.  
 Foundation of pump structure to be of size 50 × 50 × 50 cm

All metallic frame structure (dully pre-treated with corrosion resistance paint) to be fixed on the roof of the house to hold the SPV module. The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle.

### **9. Street lighting**

- ✓ Total length: 5 meters
- ✓ Top & Bottom diameter 76 & 108 mm respect.
- ✓ Wire Thickness 4 mm
- ✓ Base plate 300 x 300 mm and 10 mm thickness
- ✓ Base bolts: 20mm dia. And 50 cm long
- ✓ Light Source High bright LED 15 or 16 W

- ✓ LiFePO4 Battery Internal
- ✓ Luminous flux Bright code: 1578lm, Dim
- ✓ mode: 580lm, Visual Angle: 120°
- ✓ Color Temperature: 6000K~7000K
- ✓ Light Photosensitivity (typ.): 30 lx
- ✓ Working Time (In sufficient sunlight charge after 8 hours): Bright mode: ≥8hrs; Dim mode: ≥24hrs
- ✓ warranty 3 years
- ✓ concrete base: 60cm x 60cm x Height 90 cm

#### **10. Plastic or PVC Trunking and Accessories (for electrical Cables)**

PVC trunking and fittings shall comply with IEC 61084-1. The nominal dimensions of PVC cable trunking shall be selected from any of the following numbers in mm:

12.5, 16.0, 20.0, 25.0, 32.0, 37.5, 40.0, 50.0, 75.0, 100.0 and 150.0

Trunking shall have covers secured by purpose-made rivets. Covers of the clip-on type will be acceptable for trunking sizes up to 100 x 100 mm.

#### **11. Domestic Switches**

Electrical Switch for domestic and similar purposes shall comply with IEC 60669-1.

Switch mounted outdoor, or in positions where it may be exposed to rain, sun light or water, shall be of watertight construction with minimum IP 54 protection in accordance with BS EN 60529.

Lighting switch shall be of the microcap type suitable for use in A.C. circuits, and shall be of the quick make-and-break type when used in D.C. circuits. The front plate shall be of plastic insulating material.

#### **12. Lamp Port / Holder**

Batten lamp holder shall comply with BS EN 61184, of all-insulated bayonet socket pattern manufactured from molded hard white or ivory color plastic material which shall be unaffected by the heat from the lamp. The base of the lamp should be made from Porcelain. It shall be fitted with a shade-carrier ring, a ventilated shield or a white plastic cone as required. White molded plastic break joint rings shall be used.

Cord grip lamp holder shall comply with BS EN 61184 and shall be white or ivory in color, fitted with cord grip so designed that no stress shall be taken by the conductors or terminals. Lamp holder shall be of all-insulated bayonet socket pattern fitted with shade carrier ring, a ventilated shield or a molded white plastic cone as required. It shall be suitable for PVC insulated and sheathed, circular flexible cable of not less than 0.75 mm<sup>2</sup> size. White molded plastic break joint rings shall be used.

Lamp holder for weatherproof luminaire shall be porcelain and comply with BS EN 61184.

Lamp holder for use with tubular fluorescent lamp shall be of bi-pin type, complying with EN 61184, EN 60061-1 and EN 60061. It shall be made of molded white plastic material and designed to hold the tube in position without the need for additional clip.

#### **13. Socket Outlets**

Socket outlet and plug rated at 5A or 15A for general application shall comply with BS 546. Socket outlet and plug rated at 13A shall comply with BS 1363. All socket outlets shall be of 3-pin and shall be of the shuttered type. 5A socket outlets may be unsheltered provided they are installed on ceiling or at high level and are not normally accessible.

Socket outlet used for supplying appliance mounted at high level shall be unswitched, otherwise it shall be fitted with an integral switch. The integral switch shall be of single pole, forming part of the same front plate as the socket outlet, and with clear indication of the ON/OFF switching position.

Weatherproof type socket outlet shall comply with IEC 60309-2 and be provided with a push-on cap and cap retaining ring or a screw-on cap with rubber gasket. The socket outlet shall have ingress protection of at least IPX4 to BS EN 60529.

#### **14. Plug**

Unless otherwise specified, plug for 13A socket outlet shall be fitted with a fuse to IEC 60269-1, rated at 13A. Each plug shall be fitted with a cord grip which is so designed that no stress will be exerted on the conductors of the flexible cable connected to it at the terminals.

#### **15. Circuit Breaker**

Circuit breakers shall be of triple-pole with switch neutral (four-pole), three-pole, double-pole or single-pole, as specified, and shall have air break contacts. All poles, except the neutral poles, shall be designed to have their contacts open or close simultaneously. The operating mechanism of a circuit breaker shall be trip-free.

The casing shall be formed from insulating material. The construction shall be able to withstand the appropriate rated short circuit current and reasonably rough use without fracture or distortion.

The rated current of a circuit breaker shall be taken as that rated continuous current when the circuit breaker is installed in the enclosure together with other equipment if any under normal operating conditions as specified in the Particular Specification.

#### **16. DC Distribution Box**

- A DC distribution box shall be mounted close to the solar grid inverter. The DC distribution box shall be of the thermo-plastic IP65 DIN-rail mounting type and shall comprise the following components and cable terminations: – Incoming positive and negative DC cables from the DC Combiner Box; – DC circuit breaker, 2 pole (the cables from the DC Combiner Box will be connected to this circuit breaker on the incoming side); – DC surge protection device (SPD), class 2 as per IEC 60364-5-53; – Outgoing positive and negative DC cables to the solar grid inverter.

- As an alternative to the DC circuit breaker a DC isolator may be used inside the DC Distribution Box or in a separate external thermoplastic IP 65 enclosure adjacent to the DC Distribution Box. If a DC isolator is used instead of a DC circuit breaker, a DC fuse shall be installed inside the DC Distribution Box to protect the DC cable that runs from the DC Distribution Box to the Solar Grid Inverter.

#### **17. AC Distribution Box**

- An AC distribution box shall be mounted close to the solar grid inverter. The AC distribution box shall be of the thermo plastic IP65 DIN rail mounting type and shall comprise the following components and cable terminations: – Incoming 3-core / 5-core (single-phase/three-phase) cable from the solar grid inverter

– AC circuit breaker, 2-pole / 4-pole – AC surge protection device (SPD), class 2 as per IEC 60364-5-53  
– Outgoing cable to the building electrical distribution board.

#### **18- SMA Multi Cluster (Not Applicable)**

#### **19- SMA Sunny Island 8.0h Inverter/Charger (Not Applicable)**

#### **20- 15000 TL Inverter (Not Applicable)**

#### **21- Remote Operating System (Not Applicable)**

#### **22. Switch/Junction Box**

Junction boxes and solar panel terminal boxes shall be of the thermo plastic type with IP 65 protection for outdoor use and IP 54 protection for indoor use. 15.2 Cable terminations shall be taken through thermo-plastic cable glands. Cable ferrules shall be fitted at the cable termination points for

identification.

### **23. DC and AC Cables**

For the DC cabling, XLPE insulated and PVC sheathed, UV stabilized single core flexible copper cables shall be used. Multi-core cables shall not be used.

For the AC cabling, PVC or XLPE insulated and PVC sheathed single or multicore flexible copper cables shall be used. Outdoor AC cables shall have a UV-stabilized outer sheath.

The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.

The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%

The DC cables from the SPV module array shall run through a UV stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors and couplers.

All cables and conduit pipes shall be clamped to the rooftop/ walls/parapet with thermo-plastic clamps at intervals not exceeding 50 cm.

The minimum DC cable size shall be 4.0 mm<sup>2</sup> copper. The minimum AC cable size shall be 4.0 mm<sup>2</sup> copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.

Cables and conduits that must pass through walls or ceilings shall be taken through a PVC pipe sleeve. Cable conductors shall be terminated with tinned copper end-ferrules to prevent fraying and breaking of individual wire strands. The termination of the DC and AC cables at the Solar Grid Inverter shall be done as per instructions of the manufacturer, which in most cases will include the use of special connectors. Only copper cables of appropriate size and of reputed-make shall have to be used.

However aluminum cables can be used on A.C side.

a) All connections should be properly terminated, soldered and/or sealed from outdoor and indoor elements. Relevant codes and operating manuals must be followed. Extensive wiring and terminations (connection points) for all PV components is needed along with electrical connection to lighting loads.

b) All the Cu/Al. PVC or XLPE insulated Armored. Sheathed cables required for the plant will be provided by the manufacturer.

c) Only terminal cable joints shall be accepted. No cable joint to join two cable ends shall be accepted. All cable/wires shall be marked with good quality letter and number ferrules of proper sizes so that the cables can be identified easily.

All Cables shall confirm relevant IS/ IEC standards.

All cables shall be supplied in the single largest length to restricting the straight through joints to the minimum number.

### **24. Control Box:**

The control box to be constructed from steel structure with following specification:

- 1- The frame is to be made from rectangular steel tube of size: 8 × 4 cm, 1.2 mm thickness.
- 2- The sides of the frame to be covered by steel plate of 1mm thick with openings for ventilation.
- 3- The front side to be used as door of two parts.
- 4- The back side left open for cables and ventilation, and to be faced to the wall during installation.

The box size to be well selected to fit the number of batteries, and compose of shelves, each for batteries, charge controller and inverter.

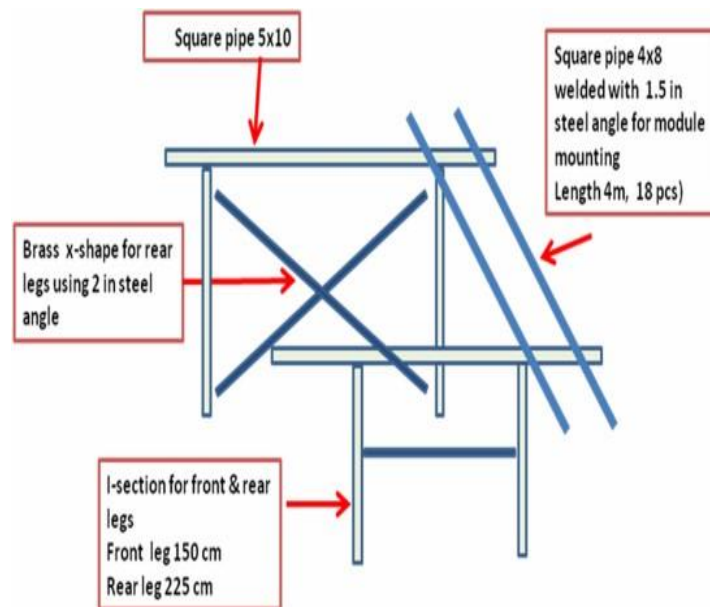
For Solar PV system having more than 20 Solar Panels a control room is added to host the batteries and electronic control equipment

## **25. Life Warranty,**

- ✓ Twenty-years' warranty on PV modules (performance Batteries not less than 80% efficiency)
- ✓ Five years' warranty on Batteries
- ✓ Ten years' warranty on Inverter
- ✓ Five-year warranty on lanterns
- ✓ Minimum 4000 hours' life time warranty on luminaries
- ✓ Five years' warranty on charge controller
- ✓ Five years' warranty on pump and its controller
- ✓ One year's warranty on workmanship and installation.

### **Drawing of Ground Mounted Module Support Structure**

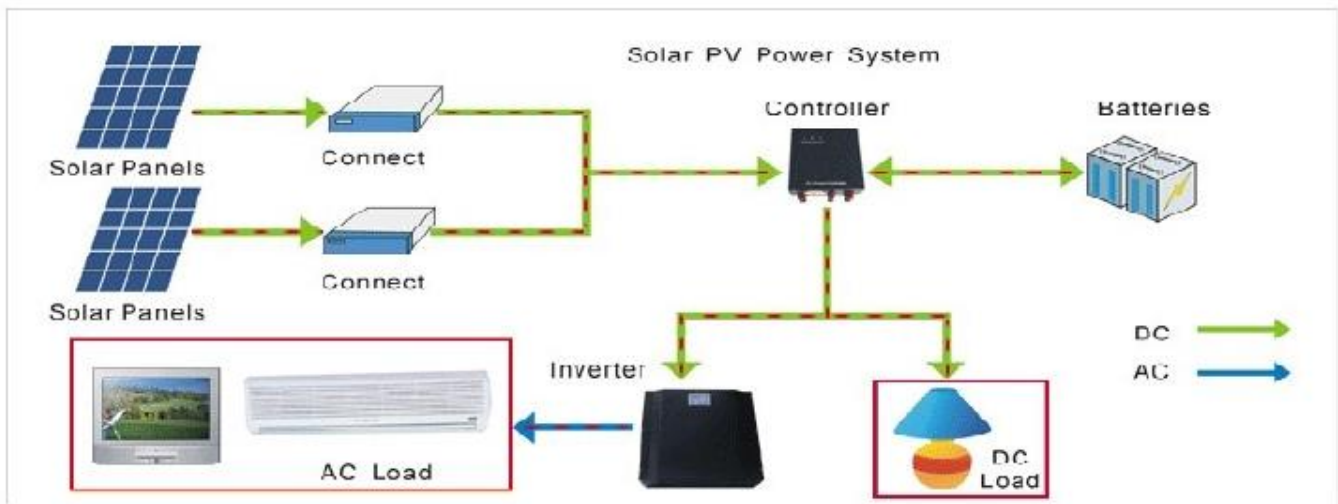
Ground mount system for solar panels:



Each system will be tailor-made matching the exact number of panels per site.

### **Drawing of Stand-alone PV System Diagram**





## Section 3a-2 Supplier's Compliance to Requirements and Technical Specifications

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
1	<b>Solar PV Module</b> <ul style="list-style-type: none"> <li>✓ Only Crystalline modules are required and the relevant PVGAP standard is PVR52 "Crystalline silicon terrestrial photovoltaic (PV) modules" The applicable international standard for modules IEC 61215:1993 crystalline silicon terrestrial modules-design qualification and type Approval.</li> <li>✓ The flat-plate photovoltaic modules should comprise of no less than 36 series-connected single or poly-crystalline silicon solar cells</li> <li>✓ The PV modules must be warranted to retain at least 80% of its rated peak watt measured at STC for at least twenty years.</li> <li>✓ Each Module must be labeled indicating at minimum Manufacturer, Model Number, Serial Number, and Power Voltage &amp; Current at max. Watt, Open Circuit Voltage and Short Circuit Current.</li> <li>✓ Modules frame dimensions (35 x 29 mm and 1.7 mm thickness)</li> <li>✓ Module junction box with IP65, connector MC4 with 4 mm2 cable (IEC)/12AWG (UL) with a length of 70% of module length.</li> <li>✓ The supplier is required to provide for each PV Module offered the following data: Equipment Origin, Type of Certification, I-V Curves, Dimensions, Warranty, any certificates for solar panels ( TUV , IE61215 , ISO ..... etc. ).</li> <li>✓ Transport, commissioning, testing and installation cost to be included in the price.</li> <li>✓ <b>Life warrantee:</b></li> <li>✓ <b>1.</b>Twenty-years' warranty on PV modules (performance Batteries not less than 80% efficiency)</li> <li>✓ <b>2.</b>one-year warrantee on workmanship and installation.</li> </ul>	Please provide brand name and model if item offered is compliant, if no, please provide explanation in the next column (Reasons)		
	<b>Item has substantively met the requirements (Yes/No)</b>			
2	<b>Dry Battery</b> <ul style="list-style-type: none"> <li>✓ Supply, delivery, and installation of high resolution day / night outdoor VRLA GEL battery of 12 years design life in float service. With heavy duty grids, thicker plates,</li> <li>✓ Maximum depth of discharge (DOD) to about 60% of rated capacity.</li> <li>✓ Battery provides consistent performance and long service life.</li> <li>✓ Higher specific energy density and excellent high rate discharge characteristics.</li> <li>✓ It is Terminal Thread insert &amp; Bolt</li> </ul>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<ul style="list-style-type: none"> <li>✓ The maximum permissible Self Discharge should not exceed 5% per month of rated capacity at 25C<sup>0</sup>.</li> <li>✓ The supplier is required to provide for each Battery offered the following data:</li> <li>✓ The battery must be labeled indicating at minimum Manufacturer, Model Number, Voltage and Capacity.</li> <li>✓ Type of the battery (Gel)</li> <li>✓ Battery Voltage</li> <li>✓ Battery Capacity@C100</li> <li>✓ Life cycle</li> <li>✓ Battery performance versus Temperature</li> <li>✓ Warranty</li> <li>✓ Transport, commissioning, testing and installation cost to be included in the price.</li> <li>✓ <b><u>Life Warrantee:</u></b></li> <li>✓ <b><u>1.</u></b> Five years' warranty on Batteries</li> <li>✓ <b><u>2.</u></b> one-year warrantee on workmanship and installation.</li> </ul>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
3	<b>Charge regulator</b> <ul style="list-style-type: none"> <li>✓ A solid state photovoltaic charge controller is required for all systems.</li> <li>✓ Charge controllers must be supplied with charge and discharge voltage set points (adjustable), which match the battery requirements to ensure adequate protection and cycling.</li> <li>✓ The charge controller must ensure safe and reliable operation in the temperature range 5 C<sup>0</sup> – 40C<sup>0</sup>.</li> <li>✓ Charge controllers with electro-mechanical relays are not accepted.</li> <li>✓ Self-consumption must be below 10mA.</li> <li>✓ Connection terminals must easily admit cables of 6mm<sup>2</sup> minimum.</li> <li>✓ Charge controller housing must offer a protection at least IP22. And that used for street light should be IP68.</li> <li>✓ Charge controller must offer at least signs for Charging Mode, battery state of charge and load disconnect.</li> <li>✓ Charge controller must labeled indicating at minimum Manufacturer, model number, voltage &amp; current ratings.</li> <li>✓ Circuit Protection :- <ul style="list-style-type: none"> <li>– Battery overcharge and excessive water loss.</li> <li>– Battery undercharge and excessive deep discharge.</li> <li>– Circuit protection against short circuit of any load.</li> <li>– Circuit protection against reverse polarity of any load.</li> <li>– Circuit protection against reverse polarity of module or battery.</li> </ul> </li> </ul>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<ul style="list-style-type: none"> <li>– Circuit protection against damage by the high PV open circuit voltage when it is connected to the controller without battery.</li> <li>✓ The supplier is required to provide for each Charge Controller offered the following data: <ul style="list-style-type: none"> <li>– The charge controller must be labeled indicating at minimum manufacturer, Model Number, Voltage, PV and Load Currents.</li> <li>– Type of the controller (Series/Shunt, etc.)</li> <li>– Operating Voltage(s)/ PV and Load Currents.</li> <li>– Indicators, Battery Sensor.</li> </ul> </li> <li>✓ Transport, commissioning, testing and installation cost to be included in the price.</li> <li>✓ <b><u>Life Warrantee:</u></b></li> <li>✓ 1. Five years' warranty on charge controller</li> <li>✓ 2. one-year warrantee on workmanship and installation.</li> </ul>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
4	<b><u>DC/AC Inverters</u></b> <ul style="list-style-type: none"> <li>✓ Pure sine wave output of 230Vac</li> <li>✓ Inverters should be labeled indicating minimum Manufacturer, Model Number, Power Rating, Voltages and Frequency.</li> <li>✓ Total Harmonic Distortion (THD) should be &lt; 4%</li> <li>✓ The inverter should have protection against Reverse Polarity, AC Short Circuit, AC Overload, High Voltage Disconnect, Low Battery Disconnect and High Temperature Disconnect</li> <li>✓ The supplier is required to provide full specifications for each DC/AC Inverter offered like the following data: <ul style="list-style-type: none"> <li>– System rating (W/VA)</li> <li>– Input Voltage (DC)</li> <li>– Output Voltage (AC)</li> <li>– Output Frequency and Waveform</li> </ul> </li> <li>✓ <b><u>Life Warrantee:</u></b></li> <li>✓ 1.Ten years' warranty on Inverter</li> <li>✓ 2. one-year warrantee on workmanship and installation.</li> </ul>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
5	<b>LED - DC Lamp</b> <ul style="list-style-type: none"> <li>✓ LED lamps should have a nominal voltage of 12 VDC</li> <li>✓ LED Lamps must ensure safe and reliable operation in the temperature range -5C<sup>0</sup> to 50 C<sup>0</sup>.</li> <li>✓ Minimum Lumen efficiency required is 25lm/W.</li> </ul>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<ul style="list-style-type: none"> <li>✓ LED lamps should be marked with Manufacturer name, model, rated voltage and Watt.</li> <li>✓ Performance guarantee should cover 3 Years.</li> <li>✓ Vacuum metallic-membrane plating reflector, high-purity aluminum reflector, light housing and heating body, high intensity toughened glass covers</li> <li>✓ Uses single powerful LED as the light source</li> <li>✓ Utilizes the special design of multichip single module. Imported high brightness semiconductor chips.</li> <li>✓ Integrative design for heat sink and housing; The LED is closely connected to the surface.</li> <li>✓ The heat from LED is removed through the heat dissipation wing and also by the air ventilation.</li> <li>✓ The design should ensure a 50,000 hours life-span for</li> <li>✓ The LED. If it works 12 hours per day, it can work over 10 years lifetime</li> <li>✓ The die-casting aluminum alloy housing is effective in waterproofing and dust prevention.</li> <li>✓ It also helps in removing the heat properly. The surface of the light is specially treated, so it is able to bear an ultraviolet ray and resist to corrosion. The whole light meets the standard of IP65</li> <li>✓ No ill glare; no abrupt and frequent flashes. The design ensures that bad</li> <li>✓ glare is eliminated, vision fatigue and disturbance aroused by traditional</li> <li>✓ Street light and also can improves the safety of the driving.</li> <li>✓ No delay start; no waiting. It can reach its normal light as soon as it is turned on.</li> <li>✓ Environment friendly. Does not have lead, hydrargyrum, and any other</li> <li>✓ Contamination. No pollution to the air.</li> <li>✓ Provide high reliability connection of the solar panel, battery and charge controller.</li> <li>✓ Transport, commissioning, testing and installation cost to be included in the price.</li> <li>✓ <b><u>Life Warrantee:</u></b></li> <li>✓ 1. Minimum 4000 hours' life time warranty on luminaries</li> <li>✓ 2. one-year warrantee on workmanship and installation.</li> </ul>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
6	<b><u>Portable Lanterns:</u></b> <ul style="list-style-type: none"> <li>✓ Portable lanterns shall be integrated rechargeable units comprising of LED lamp, battery storage and associated control.</li> <li>✓ The lantern shall be suitable for charging 12V DC supply through an appropriate jack.</li> </ul>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<ul style="list-style-type: none"> <li>✓ The lantern shall provide 3600 coverage with 400 lumens for a minimum of 6hours /day. The lamp shall be 7W LED or equivalent.</li> <li>✓ The lantern shall provide indications of the status of the battery conditions. It shall be protected for reverse polarity.</li> <li>✓ The lantern shall be supplied with a charging cable and 10Wp PV crystalline module.</li> <li>✓ Transport, commissioning, testing and installation cost to be included in the price.</li> <li>✓ <b>Life Warrantee:</b> Five-year warranty on lanterns</li> </ul>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
7	<p><b>Solar Pumps:</b> Systems shall be sized by the supplier to meet the performance requirements below:</p> <ul style="list-style-type: none"> <li>✓ The PV pump system shall include a solar array, wiring, Module Support Structure for Solar array , power conditioner, submersible pump, pump electrical cables, Pump security wire clamp, galvanize pipe and fittings, borehole cover, earthling , flow meter.</li> <li>✓ The pump system shall deliver at least the quantity of water in (m3/day) at the total pumping head in (m), under local solar radiation conditions.</li> <li>✓ The pump shall be a submersible electrical borehole pump, and surface mount or shaft driven pumps are not acceptable.</li> <li>✓ The pump motor may be either AC or DC operated, and the pump impeller may be centrifugal, positive displacement, or rotating helix type. The only requirement is that the maintenance demands of the pump should be minimal, and the pump is intended to be operated down the borehole for 10 years without maintenance. Pumps which will require replacement of brushes, diaphragms, bushings or other components as part of routine maintenance during this period are not acceptable.</li> <li>✓ Pumps shall be supplied with the following protections: <ul style="list-style-type: none"> <li>– Dry running protection.</li> <li>– Thermal overload protection.</li> <li>– Over and under voltage protection.</li> </ul> </li> <li>✓ The contractor is required to size the complete PV pump system and ensure that it meets the performance requirements above.</li> <li>✓ PV Pump system performance curves shall be provided at time of tender for the expected solar and hydraulic conditions. Daily water output curves shall be provided, Instantaneous output curves may be provided. Pump performance shall be tested during the “Test or “Blueprint” installation to ensure compliance before acceptance.</li> </ul>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<ul style="list-style-type: none"> <li>✓ Transport, commissioning, testing and installation cost to be included in the price.</li> <li>✓ <b>Life Warrantee:</b></li> <li>✓ 1. Five years' warranty on pump and its controller</li> <li>✓ 2. one-year warrantee on workmanship and installation.</li> </ul>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
8	<p><b><u>Module Support Structure:</u></b></p> <p>Module support structure should be corrosion resistant (galvanized or rustproof painted steel or aluminum) and electrolytically compatible with that of module framing material, fasteners, bolts and nuts. Module support structure design should be flexible in such a way that it allows proper orientation and system expansion. In Sudan, roof mounting is preferable, as possible and structures should firmly be attached to roof beams. Doing so, a clearance of at least 10 cm should be kept between modules and the roof to allow proper ventilation/cooling. Pole mounted structures should be secured by guy wires to increase rigidity. In all installations, modules accessibility should be considered. The minimum requirement for support structure is as follows:</p> <ol style="list-style-type: none"> <li>1. For one or two PV panels iron angle of 1 ½× 1½ inch, 3 mm thickness.</li> <li>2. for more than two up to 6 PV panels iron angle of 2 × 2 inch, 3 mm thickness or similar steel material. These panels are ground mounted, see drawing in Annex I (drawing).</li> <li>3. for water pump: Iron angle of 2 ½× 2½ inch, 5 mm thickness, for main structure, and square pipe of 8 × 4×1mm with 1½ inch iron angle wild on it for connections, and support legs should be made from 12 cm I section iron channel with 4 mm thickness, the front legs should be 2 m high from the ground. See Annex I – Drawing. Foundation of pump structure to be of size 50 × 50 × 50 cm</li> </ol> <p>All metallic frame structure (dully pre-treated with corrosion resistance paint) to be fixed on the roof of the house to hold the SPV module. The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle.</p> <p><b>Life Warrantee:</b></p> <ol style="list-style-type: none"> <li>1. one-year warrantee on materials, workmanship, and installation.</li> </ol>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	Item has substantively met the requirements (Yes/No)			
9	<b><u>Street lighting</u></b> <ul style="list-style-type: none"> <li>✓ Total length: 5 meters</li> <li>✓ Top &amp; Bottom diameter 76 &amp; 108 mm respect.</li> <li>✓ Wire Thickness 4 mm</li> <li>✓ Base plate 300 x 300 mm and 10 mm thickness</li> <li>✓ Base bolts: 20mm dia. And 50 cm long</li> <li>✓ Light Source High bright LED 15 or 16 W</li> <li>✓ LiFePO4 Battery Internal</li> <li>✓ Luminous flux Bright code: 1578lm, Dim mode: 580lm, Visual Angle: 120°</li> <li>✓ Color Temperature: 6000K~7000K</li> <li>✓ Light Photosensitivity (typ.): 30 lx</li> <li>✓ Working Time (In sufficient sunlight charge after 8 hours): Bright mode: ≥8hrs; Dim mode: ≥24hrs</li> <li>✓ warranty 3 years</li> <li>✓ concrete base: 60cm x 60cm x Height 90 cm</li> <li>✓ <b><u>Life Warrantee:</u></b></li> <li>✓ 1. Minimum 4000 hours' life time warranty on luminaries</li> <li>✓ 2. one-year warrantee on workmanship and installation.</li> </ul>			
	Item has substantively met the requirements (Yes/No)			
10	<b><u>Plastic or PVC Trunking and Accessories (for electrical Cables)</u></b> PVC trunking and fittings shall comply with IEC 61084-1. The nominal dimensions of PVC cable trunking shall be selected from any of the following numbers in mm: 12.5, 16.0, 20.0, 25.0, 32.0, 37.5, 40.0, 50.0, 75.0, 100.0 and 150.0 Trunking shall have covers secured by purpose-made rivets. Covers of the clip-on type will be acceptable for trunking sizes up to 100 x 100 mm. <b>Warrantee:</b> one-year warrantee on workmanship and installation.			
	Item has substantively met the requirements (Yes/No)			
11	<b><u>Domestic Switches</u></b> Electrical Switch for domestic and similar purposes shall comply with IEC 60669-1. Switch mounted outdoor, or in positions where it may be exposed to rain, sun light or water, shall be of watertight construction with minimum IP 54 protection in accordance with BS EN 60529. Lighting switch shall be of the microcap type suitable for use in A.C. circuits, and shall be of the quick make-and-			



ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	break type when used in D.C. circuits. The front plate shall be of plastic insulating material. <b>Warranty:</b> one-year warranty on materials, workmanship, and installation.			
	<b>Item has substantively met the requirements (Yes/No)</b>			
12	<p><b><u>Lamp Port / Holder</u></b></p> <p>Batten lamp holder shall comply with BS EN 61184, of all-insulated bayonet socket pattern manufactured from molded hard white or ivory color plastic material which shall be unaffected by the heat from the lamp. The base of the lamp should be made from Porcelain. It shall be fitted with a shade-carrier ring, a ventilated shield or a white plastic cone as required. White molded plastic break joint rings shall be used.</p> <p>Cord grip lamp holder shall comply with BS EN 61184 and shall be white or ivory in color, fitted with cord grip so designed that no stress shall be taken by the conductors or terminals. Lamp holder shall be of all-insulated bayonet socket pattern fitted with shade carrier ring, a ventilated shield or a molded white plastic cone as required. It shall be suitable for PVC insulated and sheathed, circular flexible cable of not less than 0.75 mm<sup>2</sup> size. White molded plastic break joint rings shall be used.</p> <p>Lamp holder for weatherproof luminaire shall be porcelain and comply with BS EN 61184.</p> <p>Lamp holder for use with tubular fluorescent lamp shall be of bi-pin type, complying with EN 61184, EN 60061-1 and EN 60061. It shall be made of molded white plastic material and designed to hold the tube in position without the need for additional clip.</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
13	<p><b><u>Socket Outlets</u></b></p> <p>Socket outlet and plug rated at 5A or 15A for general application shall comply with BS 546. Socket outlet and plug rated at 13A shall comply with BS 1363. All socket outlets shall be of 3-pin and shall be of the shuttered type. 5A socket outlets may be unsheltered provided they are installed on ceiling or at high level and are not normally accessible.</p> <p>Socket outlet used for supplying appliance mounted at high level shall be unswitched, otherwise it shall be fitted with an</p>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<p>integral switch. The integral switch shall be of single pole, forming part of the same front plate as the socket outlet, and with clear indication of the ON/OFF switching position. Weatherproof type socket outlet shall comply with IEC 60309-2 and be provided with a push-on cap and cap retaining ring or a screw-on cap with rubber gasket. The socket outlet shall have ingress protection of at least IPX4 to BS EN 60529.</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
14	<p><b>Plug</b></p> <p>Unless otherwise specified, plug for 13A socket outlet shall be fitted with a fuse to IEC 60269-1, rated at 13A. Each plug shall be fitted with a cord grip which is so designed that no stress will be exerted on the conductors of the flexible cable connected to it at the terminals.</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
15	<p><b>Circuit Breaker</b></p> <p>Circuit breakers shall be of triple-pole with switch neutral (four-pole), three-pole, double-pole or single-pole, as specified, and shall have air break contacts. All poles, except the neutral poles, shall be designed to have their contacts open or close simultaneously. The operating mechanism of a circuit breaker shall be trip-free.</p> <p>The casing shall be formed from insulating material. The construction shall can withstand the appropriate rated short circuit current and reasonably rough use without fracture or distortion.</p> <p>The rated current of a circuit breaker shall be taken as that rated continuous current when the circuit breaker is installed in the enclosure together with other equipment if any under normal operating conditions as specified in the Particular Specification.</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
16	<p><b>DC Distribution Box</b></p> <p>- A DC distribution box shall be mounted close to the solar grid inverter. The DC distribution box shall be of the thermo-plastic IP65 DIN-rail mounting type and shall comprise the following components and cable</p>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<p>terminations: – Incoming positive and negative DC cables from the DC Combiner Box; – DC circuit breaker, 2 pole (the cables from the DC Combiner Box will be connected to this circuit breaker on the incoming side); – DC surge protection device (SPD), class 2 as per IEC 60364-5-53; – Outgoing positive and negative DC cables to the solar grid inverter.</p> <p>- As an alternative to the DC circuit breaker a DC isolator may be used inside the DC Distribution Box or in a separate external thermoplastic IP 65 enclosure adjacent to the DC Distribution Box. If a DC isolator is used instead of a DC circuit breaker, a DC fuse shall be installed inside the DC Distribution Box to protect the DC cable that runs from the DC Distribution Box to the Solar Grid Inverter.</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
17	<p><b><u>AC Distribution Box</u></b></p> <p>- An AC distribution box shall be mounted close to the solar grid inverter. The AC distribution box shall be of the thermo plastic IP65 DIN rail mounting type and shall comprise the following components and cable terminations: – Incoming 3-core / 5-core (single-phase/three-phase) cable from the solar grid inverter – AC circuit breaker, 2-pole / 4-pole – AC surge protection device (SPD), class 2 as per IEC 60364-5-53 – Outgoing cable to the building electrical distribution board.</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
18-21	<p><b><u>18- SMA Multi Cluster</u></b></p> <p><b><u>19- SMA Sunny Island 8.0h Inverter/Charger</u></b></p> <p><b><u>20- 15000 TL Inverter</u></b></p> <p><b><u>21- Remote Operating System</u></b></p>	Not Applicable		
	<b>Item has substantively met the requirements (Yes/No)</b>	Not Applicable		
22	<p><b><u>Switch/Junction Box</u></b></p> <p>Junction boxes and solar panel terminal boxes shall be of the 43hermos plastic type with IP 65 protection for outdoor use and IP 54 protection for indoor use. 15.2 Cable terminations</p>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	shall be taken through 44hermos-plastic cable glands. Cable ferrules shall be fitted at the cable termination points for identification. <b>Warranty:</b> one-year warranty on materials, workmanship, and installation.			
	<b>Item has substantively met the requirements (Yes/No)</b>			
23	<p><b><u>DC and AC Cables</u></b></p> <p>For the DC cabling, XLPE insulated and PVC sheathed, UV stabilized single core flexible copper cables shall be used. Multi-core cables shall not be used.</p> <p>For the AC cabling, PVC or XLPE insulated and PVC sheathed single or multicore flexible copper cables shall be used. Outdoor AC cables shall have a UV-stabilized outer sheath.</p> <p>The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.</p> <p>The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%</p> <p>The DC cables from the SPV module array shall run through a UV stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.</p> <p>Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors and couplers.</p> <p>All cables and conduit pipes shall be clamped to the rooftop/ walls/parapet with 44hermos-plastic clamps at intervals not exceeding 50 cm.</p> <p>The minimum DC cable size shall be 4.0 mm<sup>2</sup> copper. The minimum AC cable size shall be 4.0 mm<sup>2</sup> copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.</p> <p>Cables and conduits that must pass through walls or ceilings shall be taken through a PVC pipe sleeve.</p> <p>Cable conductors shall be terminated with tinned copper end-ferrules to prevent fraying and breaking of individual wire strands. The termination of the DC and AC cables at the Solar Grid Inverter shall be done as per instructions of the manufacturer, which in most cases will include the use of special connectors. Only copper cables of appropriate size and of reputed-make shall have to be used. However aluminum cables can be used on A.C side.</p> <p>a) All connections should be properly terminated, soldered and/or sealed from outdoor and indoor</p>			

ITEM #	Technical Specifications	Bidder's Agreement to Comply (Yes / No)	Reasons	UNDP Comments (at later stage of evaluation)
	<p>elements. Relevant codes and operating manuals must be followed. Extensive wiring and terminations (connection points) for all PV components is needed along with electrical connection to lighting loads.</p> <p>b) All the Cu/Al. PVC or XLPE insulated Armored. Sheathed cables required for the plant will be provided by the manufacturer.</p> <p>c) Only terminal cable joints shall be accepted. No cable joint to join two cable ends shall be accepted. All cable/wires shall be marked with good quality letter and number ferrules of proper sizes so that the cables can be identified easily.</p> <p>All Cables shall confirm relevant IS/ IEC standards.</p> <p>All cables shall be supplied in the single largest length to restricting the straight through joints to the minimum number.</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			
24	<p><b>Control Box:</b></p> <p>The control box to be constructed from steel structure with following specification:</p> <p>4- The frame is to be made from rectangular steel tube of size: 8 × 4 cm, 1.2 mm thickness.</p> <p>2- The sides of the frame to be covered by steel plate of 1mm thick with openings for ventilation.</p> <p>3- The front side to be used as door of two parts.</p> <p>4- The back side left open for cables and ventilation, and to be faced to the wall during installation.</p> <p>The box size to be well selected to fit the number of batteries, and compose of shelves, each for batteries, charge controller and inverter.</p> <p>For Solar PV system having more than 20 Solar Panels a control room is added to host the batteries and electronic control equipment</p> <p><b>Warranty:</b> one-year warranty on materials, workmanship, and installation.</p>			
	<b>Item has substantively met the requirements (Yes/No)</b>			

### Other Requirements on Compliance:

Sr. No	Compliance Criteria	Bidder's Agreement	Reasons	UNDP Comments
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		<b>to Comply (Yes / No)</b>		<b>(at later stage of evaluation)</b>
25	Completing the delivery of goods and installation of entire project within 16 weeks for all the sites to be awarded			
26	Full acceptance of UNDP General Terms and Conditions for Contract			
27	Submission of pre-shipment inspection report prepared by reputable third-party entity at the cost of the contractor before actual shipment of the consignment to Sudan			
28	Will have the adequate provision for after sales-services in Sudan			
29	Acceptance of UNDP Payment Terms and Conditions, including provision of 5% of contract value for Retention monies			
30	Compliance to the ITB Incoterm			
31	Submission of Bids to both Lots and entire villages [Bid submitted to only lot or villages covered partially will disqualify the bidder]			
32	Submission of Bid Security (at the time of bidding)			
33	Submission of Performance Security by winning bidder (at the time of award/signing)			

## 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] <i>(Pls. link this to price schedule)</i>	DDP to destinations specified in address below
Exact Address of Delivery/Installation Location	1. Delivery of LOT-1 (14) villages in East Darfur State under DDP (INCOTERMS 2010) to each site / village as stated in the Bills of Quantities. Attached as Annex A to this ITB 2. Delivery of LOT-2 (13) sites / villages in South Darfur State under DDP (INCOTERMS 2010) to each village as stated in the Bills of Quantities. Attached as Annex A to this ITB
Mode of Transport Preferred	Up to the contractor to decide so long as delivery date is met
Delivery Date	<b>16 Weeks</b> from signing of Contract/Issuance of PO
Customs, if needed, clearing shall be done by:	<input checked="" type="checkbox"/> Supplier
Inspection upon delivery	<input checked="" type="checkbox"/> The UNDP shall inspect the equipment on receipt at destination. <input checked="" type="checkbox"/> In case the goods fully comply with the contract specifications, UNDP shall issue the Delivery and Acceptance Certificate, which will be the ground for payment upon delivery of equipment. <input checked="" type="checkbox"/> In case the goods do not fully comply with the contract specifications, the goods will not be accepted and received by UNDP. <input checked="" type="checkbox"/> If the equipment fails to meet the contract specifications, the Supplier shall take immediate steps to remedy the deficiency or replace the entire defective equipment at their own cost to the specified specification.
Installation Requirements	<input checked="" type="checkbox"/> The Supplier shall carry out installation in accordance with specifications /BoQs provided and further make sure that supervision of installation of equipment is appropriately conducted to ensure quality of the installation meets the specified specifications; <input checked="" type="checkbox"/> The UNDP shall not be responsible for any costs and other needs of the Supplier's staff, i.e. accommodation, food, transportation and travel, fuel, insurance, daily allowance and expenses, etc. (if any). The Supplier shall include such and related costs (salary and overhead) costs into the bid price.
Technical Support Requirements	Yes, by supplier
Packing and Labeling Requirements	Each site / village equipment must be packed in separate robust wooden crate and labeled with village name, LOT number, number of boxes, and Contract reference
Payment Terms <i>(max. advanced payment is 20% of total price as per UNDP policy)</i>	1) 20% of contract value or USD30,000 whichever is less for the mobilization advance upon signature of Contract/Issuance of PO but against the bank guarantee; 2) Payment can be made partially for any portion of goods delivered to village (s) and accepted by UNDP excluding those damaged or those not meeting the specification;

	3) All the reminder from the Contract will be paid only upon final completion of installation and their acceptance by UNDP. This includes the replacement of the defective goods to the specified specification.
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of as mentioned in Section 3a
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English



## Section 4: Bid Submission Form<sup>1</sup>

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

---

Khartoum, Sudan  
Date:

To: Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for Supply, Delivery and Installation of Solar PV System and Materials for 27 Villages in East and South Darfur States in accordance with your Invitation to Bid dated January 23, 2108. 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.

We confirm that we have read, understood and hereby fully accept 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 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,

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

Company/ Business Name:

Authorized Person:

Title:

Mailing Address

Contact Number (s):

Email:

Signature:

Date:

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

### Bidder Information Form<sup>2</sup>

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

ITB No.: **ITB/KRT/18/001**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
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 three (3) 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. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>2</sup> 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.

# Joint Venture Partner Information Form (if Registered)<sup>3</sup>

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

ITB No.: **ITB/KRT/18/001**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party'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 Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past three (3) years		
10. Latest Credit Rating (if any): <a href="#">Click here to enter text.</a>		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. <a href="#">Click here to enter text.</a>		
13. JV's Party Authorized Representative Information  Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>3</sup> 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.

## Section 6: Technical Bid Form<sup>4</sup>

### Supply, Delivery, and Installation of Solar PV Systems and Materials for 27 Villages in East and South Darfur States

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

#### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.*

**1.1 Brief Description of Bidder as an Entity:** Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, 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 goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, quick ratio, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

#### SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

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

**2.1. Scope of Supply:** Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item	Description/ Specification of	Source/	Country of	Qty	Quality Certificate/ Export Licenses, etc. (indicate all that
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<sup>4</sup> Technical Bids not submitted in this format may be rejected.

No.	Goods	Manufacturer	Origin		applies and if attached)

*A supporting document with full details may be annexed to this section*

**2.2. 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 goods and technologies to be supplied.

**2.3. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.4. 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.

**2.5. 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.

**2.6 Implementation Timelines:** The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.7. Partnerships (Optional):** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.8. Anti-Corruption Strategy (Optional):** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.9 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.

**2.10 Other:** Any other comments or information regarding the bid and its implementation.

### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

<b>Name:</b>		
<b>Role in Contract Implementation:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Relevant Work Experience:</b>		
<b>Language Skills:</b>		
<b>Education and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2010-february 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>  I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
_____ Signature of the Nominated Team Leader/Member		_____ Date Signed

## Section 7: Price Schedule Form

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders, and fill in the attached Bills of Quantities (BOQs) attached as Section 7 – Annex A (3 sheets; Summary of Financial Offer, Lot 1, and Lot 2). In addition, the bidder is required to fill in the below summary table, sub-extracting the information from above said BOQs.

**A. Lot 1:** Please tick to indicate your bid currency  
**(Currency: USD { } – SDG { }, Other { } Specify: \_\_\_\_\_)**

Site No./Village Name	PV System Cost	Transportation Cost*	Installation Cost	Site Location Total Cost
Site 1- Village: Abujaabrah				
Site 2 - Village: Abudowaimat				
Site 3 - Village : Abu Zainab				
Site 4 - Village: Abu Saiadah				
Site 5 - Village: Abu Sinaidara				
Site 6 - Village: Abu Karinka				
Site 7 - Village: Altomat				
Site 8 - Village: Algelabi				
Site 9 - Village: Sheiriya				
Site 10 - Village: ShaqTabaldi				
Site 11 - Village: Adeela				
Site 12 - Village: Assalaya				
Site 13 - Village: Creio				
Site 14 - Village: Yassin				
<b>Total Price for Lot 1 (All Inclusive)</b>				
<b>Total all-inclusive offer for Supply, delivery and installation of solar PV systems for 14 villages in East Darfur State</b>				

\* **Note:** Please add Transportation Cost in this column (Must not be included in PV System Cost)



**B. Lot 2:** Please tick to indicate your bid currency  
**(Currency: USD { } – SDG { }, Other { } Specify: \_\_\_\_\_)**

Site No/Village Name	PV System Cost	Transportation Cost*	Installation Cost	Site Location Total Cost
Site 15 - Village: Umsunaita				
Site 16 - Village: Almalam				
Site 17 - Village: Um Dashu				
Site 18 - Village: Um Doam				
Site 19 - Village: Um Labasa				
Site 20 - Village: Jurouf				
Site 21 - Village: Hamada				
Site 22 - Village: Dimsu				
Site 23 - Village: Amsho- ALSalam				
Site 24 - Village: Eshma				
Site 25 - Village: Hashaba				
Site 26 - Village: Goghana				
Site 27 - Village: Duma				
<b>Total all-inclusive offer for Supply, delivery and installation of solar PV systems for 13 villages in South Darfur State (Lot 2)</b>				

\* **Note:** Please add Transportation Cost in this column (Must not be included in PV System Cost)

#### Overall Cost Summary

Lots	PV System Cost	Transportation Cost*	Installation Cost	Site Location Total Cost
Total Price for Lot 1 (All Inclusive)				
Total Price for Lot 2 (All Inclusive)				
<b>Total all-inclusive offer for Supply, delivery and installation of solar PV systems for 27 villages in East and South Darfur States</b>				

\* **Note:** Please add Transportation Cost in this column (Must not be included in PV System Cost)

## 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.)***

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To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated [Click here to enter a date.](#) , to deliver goods and execute related services for *[indicate ITB title]* (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 *[amount of guarantee]* *[in words and numbers]*, 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 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: 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.....

## Section 10: Contract & General Terms and Conditions

United Nations Development Programme



Empowered lives.  
Resilient nations.

### Contract for Goods and/or Services

Between the United Nations Development Programme and [insert name of the Contractor]

1. <b>Country Where Goods Will be Delivered and/or Services Will be Provided:</b>	
2. <b>UNDP</b> <input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Invitation to Bid <input type="checkbox"/> direct contracting Number and Date:	
3. <b>Contract Reference (e.g. Contract Award Number):</b>	
4. <b>Long Term Agreement:</b> [Yes] [No] [indicate as appropriate]	
5. <b>Subject Matter of the Contract:</b> <input type="checkbox"/> goods <input type="checkbox"/> services <input type="checkbox"/> goods <i>and</i> services	
6. <b>Type of Services:</b>	
7. <b>Contract Starting Date:</b>	8. <b>Contract Ending Date:</b>
9. <b>Total Contract Amount:</b> [insert currency and amount in figures and words]	
9a. <b>Advance Payment:</b> [insert currency and amount in figures and words or indicate "not applicable"]	
10. <b>Total Value of Goods and/or Services:</b> <input type="checkbox"/> <b>below US\$50,000 (Services only)</b> – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply <input type="checkbox"/> <b>below US\$50,000 (Goods or Goods and Services)</b> – UNDP General Terms and Conditions for Contracts apply <input type="checkbox"/> <b>equal to or above US\$50,000 (Goods and/or Services)</b> – UNDP General Terms and Conditions for Contracts apply	
11. <b>Payment Method:</b> <input type="checkbox"/> fixed price <input type="checkbox"/> cost reimbursement	
12. <b>Contractor's Name:</b> Address: Country of incorporation: Website:	
13. <b>Contractor's Contact Person's Name:</b> Title: Address: Telephone number: Fax: Email:	
14. <b>UNDP Contact Person's Name:</b> Title: Address: Telephone number: Fax: Email:	
15. <b>Contractor's Bank Account to which payments will be transferred:</b> Beneficiary: Account name:	

Account number:  
 Bank name:  
 Bank address:  
 Bank SWIFT Code:  
 Bank Code:  
 Routing instructions for payments:

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet ("Face Sheet").
2. UNDP Special Conditions [~~delete if not applicable~~].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [~~delete if not applicable and remove square brackets~~].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [~~delete if not applicable~~].
5. Technical Specifications for Goods [~~delete if not applicable~~].
6. The Contractor's Technical Proposal and Financial Proposal, dated [~~insert date~~], as clarified by the agreed minutes of the negotiations meeting, dated [~~insert date~~]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [~~to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable~~].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the "Contract"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

For the Contractor		For UNDP	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

**GENERAL TERMS AND CONDITIONS FOR CONTRACTS**

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

**2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

**2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

**2.3** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

**2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

**3.4** The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

**4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.  
4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable. 4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services. **4.2**

**COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract. 4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services. 4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person. 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP. 4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal. 4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

## **5. ADVANCE PAYMENT:**

**5.1** if an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

**5.2** If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP. **6.**

**SUBMISSION OF INVOICES AND REPORTS:**

**6.1**

all original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

**6.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract. **7.**

**TIME AND MANNER OF PAYMENT:**

**7.1** Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt. **7.2**

Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. **8.**

**RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply: **8.1** The

Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. **8.2** The

Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct. **8.3** Such

Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor. **8.4** At the option of and in

the sole discretion of UNDP:

**8.4.1** the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

**8.4.2** Any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

**8.4.3** In cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel. **8.5** Requirements specified in the Contract

regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

**8.5.1** UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

**8.5.2** Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld. **8.5.3** The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.



8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

**8.6** Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

**8.7** The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 Undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 When within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

**8.8** Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

**8.9** All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

**8.10** The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**8.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

**9.1** Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

**9.2** The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

9.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

9.2.2 Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 The Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

**10. SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

**11. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

**11.1 DELIVERY OF GOODS:** The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

**11.2 INSPECTION OF THE GOODS:** If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

**11.3 PACKAGING OF THE GOODS:** The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

**11.4 TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

**11.5 WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

**11.5.1** The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

**11.6 ACCEPTANCE OF GOODS:** Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

**11.7 REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 Provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 Repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 Replace the Goods with Goods of equal or better quality; *and*,

11.7.4 Pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

**11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

**11.9 TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

**11.10 EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

## **12. INDEMNIFICATION:**

**12.1** The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**12.2** The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

**12.3** In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**12.4** UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

**12.5** In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 Procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 Replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

## **13. INSURANCE AND LIABILITY:**

**13.1** The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**13.2** Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 Such other insurance as may be agreed upon in writing between UNDP and the Contractor.

**13.3** The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

**13.4** The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

**13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 Name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 Include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 Include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

**13.6** The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

**13.7** Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract.

Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

**13.8** The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

**14. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**16.1** Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**16.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**16.3** At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

**16.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**18.1** The Recipient shall:

18.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,  
18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

**18.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

18.2.1 Any other party with the Discloser's prior written consent; *and*,

18.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

18.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

18.2.2.2 Any entity over which the Party exercises effective managerial control; *or*,

18.2.2.3 For the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**18.3** The Contractor may disclose Information *to the extent* required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**18.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**18.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**18.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

**19.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

**19.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

**20. TERMINATION:**

**20.1** Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

**20.2** UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 Take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 Refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 Terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;  
20.3.5 transfer title and deliver to UNDP the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;  
20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;  
20.3.7 Complete performance of the work not terminated; *and*,  
20.3.8 Take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

**20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

**20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 The Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;  
20.5.2 The Contractor is granted a moratorium or a stay, or is declared insolvent;  
20.5.3 The Contractor makes an assignment for the benefit of one or more of its creditors;  
20.5.4 A Receiver is appointed on account of the insolvency of the Contractor;  
20.5.5 The Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,  
20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

**20.6** Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

**20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**21. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**22. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

## **23. SETTLEMENT OF DISPUTES:**

**23.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

**23.2 ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be



empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**24. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**25. TAX EXEMPTION:**

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

**25.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

**26. MODIFICATIONS:**

**26.1** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

**26.2** If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

**26.3** The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

**27. AUDITS AND INVESTIGATIONS:**

**27.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**27.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**27.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**27.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

**28. LIMITATION ON ACTIONS:**

**28.1** Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

**28.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**29. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**30. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**31. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

**31.1** The UN Supplier Code of Conduct;

**31.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**31.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**32. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**33. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

**34. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**35. SEXUAL EXPLOITATION:**

**35.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**35.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**35.3** 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.

**36. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.