



DATE: September 18, 2019

**REQUEST FOR QUOTATION (RFQ)  
(Goods)**

**Supply of a mobile office vehicle**

**Reference: UNDP-TUR-RFQ(KFW)-2019/15**

Dear Sir / Madam:

We kindly request you to submit your quotation for "Supply of a mobile office vehicle", as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **September 30, 2019; 5:00 pm** (GMT +3, Local time-Turkey) and via *e-mail or courier mail* to the address below:

**United Nations Development Programme  
Turkey Resilience Project in Response to the Syria Crisis  
Yıldız Kule 16th Floor, Yukari Dikmen Mah. Turan Güneş Blv. No:106 06550, Çankaya/Ankara  
Turkey  
e-mail: [tr.procurement@undp.org](mailto:tr.procurement@undp.org)**

Quotations submitted by email must be limited to a maximum of 30 MB, virus-free and no more than three email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> UNDP
Exact Address of Delivery	Turkish Employment Agency Directorate General Emniyet Mahallesi Mevlana Bulvarı (Konya Yolu) No:42 Yenimahalle Ankara Turkey

Latest Expected Delivery Date <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	In 120 calendar days following the date of contract signature, The contract duration will last for 150 calendar days, from the date of contract signature until acceptance by UNDP. The contract duration will include delivery period of 120 calendar days, inspection and acceptance period of 30 days after delivery and installation.
Delivery Schedule	Delivery schedule as follows; Delivery and installation; 120 calendar days Inspection and acceptance period of 30 calendar days
Currency of Quotation	United States Dollar (USD)
Value Added Tax on Price Quotation	<b>Must be exclusive of VAT and other applicable indirect taxes</b> UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their Bids excluding Value Added Tax (VAT). It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués. The Contractor to be selected shall not be entitled to receive any amount over its Bid price in relation to VAT.
Deadline for the Submission of Quotation	September 30, 2019; 5:00 pm (GMT +3, Local time-Turkey)
All documentations, including catalogs, instructions and operating manuals, shall be in this language	Turkish
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Manufacturer's product portfolio <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days starting from the submission deadline In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<input checked="" type="checkbox"/> 100% upon UNDP's acceptance of transfer station Payment will be made only upon UNDP's acceptance of the forklift. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods issued by the proper authority in UNDP with direct supervision of the Contractor. If the Contractor is registered and operating in Turkey, the payment shall be realized in Turkish Liras (TRY). Contract price will be converted from United States Dollar (USD) to Turkish Liras (TRY) by the UN operational rate of exchange valid on the date of money transfer. Otherwise, the payments shall be affected in United States Dollar.

Liquidated Damages	<p>Will be imposed as follows:  Percentage of contract price per day of delay: 0.5 %  Days of delay will be calculated from the completion date of delivery period.  In case of any defects detected by UNDP during inspection, the contractor shall remedy these defects until contract end date. For each day of delay from contract end date, delay damages will be imposed as defined.  Max. number of days of delay is 20, after which UNDP may terminate the contract.</p>
Evaluation Criteria	<p><b>Technical responsiveness/Full compliance to requirements and lowest price<sup>1</sup></b>  Full acceptance of the General Terms and Conditions for Contracts (Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.)  Meeting the minimum eligibility and qualification criteria;</p> <ul style="list-style-type: none"> <li>• Offeror is a legally registered entity.</li> <li>• Offeror is a manufacturer of modified vehicles similar to the mobile office vehicle; or Offeror has authorization as a sales agent from the manufacturer of modified vehicles.</li> <li>• Offeror completed minimum one contract of similar value, nature and complexity implemented over the last three years. (reference period to be taken into account: from September 30, 2016 to September 30, 2019)</li> </ul>
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	Contract Face Sheet (Goods and-or Services) <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Conditions for Release of Payment	<p>Inspection upon delivery at destination  Training on Operation and Maintenance  Written Acceptance of Goods based on full compliance with the requirements</p>
Annexes to this RFQ	<input checked="" type="checkbox"/> Technical Specifications and Other Requirements (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions for Contracts (Annex 3)
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	<p><i>Ersin Dagdur, Procurement Officer</i>  Address: Yıldız Kule, Yukarı Dikmen Mah. Turan Güneş Blv. No:106  06550, Çankaya/Ankara/Turkey  E-mail address: <a href="mailto:tr.procurement@undp.org">tr.procurement@undp.org</a></p> <p>Any delay in UNDP's response shall be not 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 Proposers.</p>

<sup>1</sup> UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions for Contracts attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of Contract herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Sukhrob Khojimatov  
Deputy Resident Representative  
September 18, 2019

## Technical Specifications and Other Requirements

Item to be supplied	Quantity	Delivery Date
<b>Mobile office vehicle</b>	<b>1</b>	In <b>120 calendar</b> days following the date of contract signature, the forklift shall be delivered to the delivery place.
<p>General Requirements;</p> <ul style="list-style-type: none"> <li>• The vehicle must be provided complete with the necessary accessories and/or parts to ensure that the unit is capable of operating to the required technical and quality specifications immediately.</li> <li>• Vehicle with all accessories must be suitable for operation in the climatic conditions in place of delivery.</li> <li>• Vehicle must be delivered with all material and accessories essential for immediate and complete operating.</li> <li>• Vehicle shall be brand new and model year shall be 2019 or 2020.</li> <li>• Vehicle shall comply with the applicable approval and market surveillance regulations of Turkey.</li> <li>• Contractor shall perform starting-up of the vehicle, furnishing of all required materials such as consumables needed for testing and initial operation of the vehicle and its all accessories supplied.</li> </ul> <p><b>The fuel tank shall be full of appropriate fuel type.</b></p> <ul style="list-style-type: none"> <li>• The contractor shall install the visibility label on the supplied "forklift with recycling bale attachment" in accordance with the design provided by UNDP and the following requirements; Label shall be designed in accordance with the following sign without any distortion. Proper material and size compatible with specifications of goods shall be offered by Contractor and approved by UNDP. Label shall be colored, readable, visible and durable.</li> <li>• These specifications cover the technical properties, modification and equipment specifications of the mobile office vehicle which will be constructed on a 4x2 drive minibus with a least 4400kg maximum loaded weight to be purchased by UNDP (United Nations Development Programme) to meet the needs of İŞKUR General Directorate.</li> <li>• The vehicle shall be designed to provide two office space with essential equipment and accessories with 5 passenger capacity (including driver).</li> <li>• The mobile office vehicle shall comprise a 4+1 passenger and driver compartment in the front section; 2 working offices in the mid-section and a compartment for materials and auxiliary equipment in the rear section.</li> <li>• The dimension of the vehicle shall be in the limits in accordance with the relevant legislation and regulations of Turkey.</li> <li>• The weight at maximum load of the vehicle shall be in the limits of the not exceed the technical capacity of the minibus identified by the manufacturer of the minibus.</li> <li>• The directions indicated in the specifications is given according to the forward moving direction of the vehicle.</li> </ul>		
<p><b>Technical Specifications (English version of technical specifications shall prevail in case of any discrepancy between English and Turkish versions. In case of any vagueness in English version, Turkish version will be considered as reference to clarify the vagueness.)</b></p>		
<p><b>1. Technical Specifications of minibus // Minibüs Teknik Özellikleri</b></p>		
<b>1.1.</b>	<p>The body structure shall be extra-long chassis and high ceiling passenger van; Shall have 2 front door, right side sliding door and 2-winged side opening rear door. The side sliding door shall be electrically operated; opened at least 800mm and there shall be footstep automatically activated when the door is opened. // <i>Gövde yapısı; ekstra uzun şasisli ve yüksek tavanlı, 2 ön çarpma-sürgülü yan ve yanlara açılır 2 kanatlı arka kapılı olacaktır. Sürgülü sağ yan kapı elektrikli olacak, en az 800 mm. açılacak ve kapıyla birlikte otomatik açılan basamak</i></p>	

	<i>bulunacaktır.</i>
<b>1.2.</b>	Features; central locking system for all doors, electrically controlled driver's window, electrically controlled mirrors with heating system, sun visors, windshield wipers with a minimum of 2 speed levels, window washing system, heater, front air conditioner and radio CD or Radio-MP3 player. // <i>Tüm kapılar merkezi kilitli, ön kapı camları elektrik kumandalı, dış dikiz aynaları elektrik kumandalı ve ısıtmalı olacaktır. Güneşlik, en az 2 hız kademeli silecek ve cam yıkama sistemi, kalorifer, ön klima ve radyo-CD veya Radyo-MP3 çalar bulunacaktır.</i>
<b>1.3.</b>	Passenger capacity: minimum 17 The front and 2nd row passenger seats shall be dual seaters. The driver's seat shall be adjustable for forward-backward tilting, back lean angle setting and seat raising/ lowering (as minimum). // <i>Yolcu kapasitesi en az 17 kişilik, ön ve 2. sıra yolcu koltuklar ikili koltuk olacaktır. Sürücü koltuğunda asgari olarak; ileri-geri, sırtlık açısı ve yükseklik ayarı bulunacaktır.</i>
<b>1.4.</b>	Engine shall be 4 cycle 4-cylinder water cooled with a turbo intercooler feature; total engine size shall be a minimum of 1900 cc, maximum shall be 2300 cc., maximum power shall be at most 3800 rpm/minute and minimum at 155 HP and a maximum torque shall be at least 350 Nm; this level shall be reached in 1800 rpm/minute at most and the exhaust emission shall meet at least the Euro 6 level. The cooling equipment shall have at least a -250C antifreeze mixture. // <i>Motoru; 4 zamanlı, 4 silindirli, su soğutmalı, turbo-intercooler özellikli, toplam motor hacmi en az 1900 cc. en fazla 2300 cc., maksimum güç en fazla 3800 devir/dakikada en az 155 HP ve maksimum tork en az 350 Nm olacak, bu değer en fazla 1800 devir/dakikada elde edilecek ve egzost emisyonu asgari Euro-6 seviyesini karşılayacaktır. Soğutma donanımında en az -250C ayarlı antifriz karışımı bulunacaktır.</i>
<b>1.5.</b>	Its gearbox shall have at least 6 forward and 1 reverse speed levels. // <i>Şanzımanı; en az 6 ileri-1 geri hız kademeli olacaktır.</i>
<b>1.6.</b>	The steering wheel shall be on the left and have tilt and height adjuster and hydraulic auxiliary power. // <i>Direksiyon solda, eğim ve yükseklik ayarlı ve hidrolik yardımcı olacaktır.</i>
<b>1.7.</b>	The brake system shall be disk type, with ABS support, vacuum supplemented double circuit hydraulic; the parking brake shall be mechanically operated and effective on the rear axle. // <i>Fren sistemi; disk, ABS destekli, vakum takviyeli çift devre hidrolik, park freni arka tekerlere etkili mekanik olacaktır.</i>
<b>1.8.</b>	The suspension shall have spiral or leaf springs, with front and rear stabilizing bars and shock absorbers. // <i>Süspansiyonu; helozon veya yaprak yaylı olacak, ön ve arka viraj denge çubuğu ve amortisör bulunacaktır.</i>
<b>1.9.</b>	The electrical system shall be 12 volts, with at least 12Vx80 Amps-hour. // <i>Elektrik sistemi; 12 volt olacak, en az 12Vx80 Amper-saat akülü bulunacaktır.</i>
<b>1.10.</b>	The tire size and properties shall be as specified in the brochure. The vehicle shall have 4 tires and a full spare tire with the same properties and tire rim shall be provided. // <i>Lastik ebadı ve özelliği; broşüründe belirtilen ebat ve özellikte olacaktır. Araçta 4 lastikli olacak, 1 adette komple jantlı stepne verilecektir.</i>
<b>1.11.</b>	The front axle capacity shall be at least 1,800 kg, the rear axle capacity shall be at least 2,800 kg. // <i>Ön aks kapasitesi en az 1800 kg., arka aks kapasitesi en az 2800 kg. olacaktır.</i>
<b>1.12.</b>	Length: Between 6700 mm and 7400 mm Width excluding mirrors: between 1950 mm and 2150 mm Height: between 2650 mm and 2850 mm Wheelbase: between 3750 mm and 4350 mm Internal height: minimum 1850 mm Height of rear door: minimum 1800 mm Total width of the rear door: minimum 1500 mm Loading height of the rear door: maximum 650 mm // <i>Azami uzunluğu en az 6700mm. en fazla 7400 mm, aynalar hariç azami genişliği en az 1950 mm. en fazla 2150 mm., maksimum yüksekliği en az 2650 mm. en fazla 2850 mm. ve dingil mesafesi en az 3750 mm. en fazla 4350 mm. olacaktır. Araç iç yüksekliği 1850 mm.den, arka kapı yüksekliği 1800 mm.den ve arka kapı toplam genişliği 1550 mm.den az, arka kapı yüklemeye yüksekliği 650 mm.den fazla olmayacaktır.</i>

<b>2. Requirements for Internal Modification // Araç içi tadilat için gereklilikler</b>	
<b>2.1.</b>	All seats except for those in the 1st and 2nd row shall be removed; the passenger compartment shall be modified as 4+1 seater in two rows. The removed seats shall be packaged and delivered to İŞKUR General Directorate. // <i>Birinci ve İkinci sıra koltuklar hariç geri kalan tüm koltuklar sökülecek, araç yolcu bölmesi 2 sıra koltuklu 4+1 kişilik hale getirilecektir. Sökülen koltuklar; paketlenerek ve İŞKUR Genel Müdürlüğüne teslim edilecektir.</i>
<b>2.2.</b>	Starting from the seats in the first row, the entire floor of the vehicle shall be covered with water resistant, 16 mm plywood which was covered by anti-bacterial cast epoxy. The color will be decided at the interim inspection by UNDP. If the existing floor covering of the minibus is found appropriate, the existing floor rubber covering will be removed and epoxy covering will be applied without a plywood. // <i>Birinci sıra koltuklardan itibaren; komple araç tabanı en az 16 mm. kalınlığında su kontrplağı ile kaplandıktan sonra, üzerine antibakteriyal dökme epoksi kaplama yapılacaktır. Kaplama rengine ara kontrolde karar verilecektir. Yapılacak ilk ara kontrolde; mevcut taban kaplama yapısının uygun bulunması durumunda, mevcut taban lastik kaplaması kaldırılarak, direk epoksi kaplamaya geçilebilecektir.</i>
<b>2.3.</b>	From the back of the second row seats towards the back side, there shall be two offices with a minimum length of 1300 mm, width of the offices shall be as much as the internal width of the minibus. // <i>İkinci sıra koltuk arkasından geriye doğru iki adet çalışma ve görüşme ofisi bulunacaktır. Araç gidiş istikameti esas alındığında; her bir ofisin iç uzunluğu 1300 mm.den az olmayacak, genişliği araç iç genişliği kadar olacaktır.</i>
<b>2.4.</b>	The rear-section of the rear doors shall be used as the materials compartment on the left side, and the entrance space to the back office and compartment for folding ramp on the right side. // <i>Arka kapılara kadar olan son bölüm; sol taraf malzeme bölümü olarak, sağ bölüm ise arka ofise giriş boşluğu ve katlanmış rampa bölümü olarak kullanılacaktır.</i>
<b>2.5.</b>	Entry to the front office shall be through the passenger compartment; its door shall open to the right-hand side of the second-row seats in the passenger compartment and the entry width shall be at least 600 mm. // <i>Ön ofise giriş yolcu bölmesinden olacak, kapısı dışa yolcu bölümüne ikinci sıra koltuk sağ yanına açılacak ve giriş genişliği en az 600 mm. olacaktır.</i>
<b>2.6.</b>	The rear office shall be used for providing service to persons with disabilities; its entry shall be from the line of right wing and have at least 900 mm of entry width. The entry door shall be at least 300+600 mm in width; have double wings; the wing on the right-hand side which is 600 mm in width shall open outward to the side wall on the right; and the wing on the left which is 300 mm in width shall open outwards to the side wall on the left. The narrow door wing shall be in closed position under normal circumstances but used when a wheelchair for people with disabilities is to be taken into the office. // <i>Arka ofiste; engelli kişilere de hizmet verilecek olup, girişi arka kapı sağ kanat hizasından olacak ve en az 900 mm. giriş genişliği sağlanacaktır. Giriş kapısı; en az 300+600 mm. genişliğinde çift kanatlı olacak, sağ tarafta bulunan 600 mm. genişliğindeki kanat dışarı sağ yan duvara ve sol tarafta bulunan 300 mm. genişliğindeki kanat ise dışarı dolap sağ yan tarafa açılacaktır. Dar kapı kanadı normal kullanımda kapalı olacak, ancak engelli arabasının ofis içerisine alınması durumunda kullanılacaktır.</i>
<b>2.7.</b>	Two offices shall be divided by a partitioning wall. On the upper side of the partitioning wall, a two-piece ceiling cabinet shall be constructed with equal volume on both compartments, have a height from the level of side windows up to the internal covering of the ceiling. There shall be two cabinet lids on each side; the right lids shall open towards the front office, left lids shall open towards the rear office. The height and depth of the cabinet shall be approximately 400 mm; the length shall be as allowed by the ceiling structure to be finalized during the manufacturing check. The partition under the cabinet shall have a sliding partition glass at the level of head when the body is in sitting position and allow office workers to have visual contact and voice communication. Its approximate dimensions shall be 400x800 mm and have tempered glass of at least 4 mm in thickness. // <i>Her iki ofis birbirinden ara duvarla ayrılacaktır. Ara duvar üst tarafında; yan cam seviyeleri üzerinden tavan iç kaplamaya kadar olan yükseklikte, her iki bölmeyi de ortalayacak konumda, 2 parçalı tavan dolabı oluşturulacaktır. Dolap kapakları ikişer adet olacak, sağ dolap kapakları ön ofise, sol dolap kapakları ise arka ofise açılacaktır. Dolap yüksekliği ve derinliği en az 400 mm. olacak, uzunluğu ise tavan yapısının elverdiği ölçüde yapılacak ve imalat</i>

	<i>kontrolü esnasında kesinlik kazanacaktır. Dolap altında kalan ara bölme üzerinde; oturur konumda baş hizası seviyesinde, sürgülü ara bölme camı bulunacak, ofis çalışanlarının bir birleri ile görsel teması ve sesli iletişimi sağlanacaktır. Yaklaşık ölçüleri 400x800 mm. olacak ve en az 4 mm. kalınlığında temperli cam kullanılacaktır.</i>
<b>2.8.</b>	<p>There shall be a vertical, closed partition with footprint dimensions of approximately 500x500 mm to be placed on the right side of the partition wall between two compartments, with equal volume in both compartments. The compartment shall be designed with three decks as separated into shelves; the lower deck shall accommodate the air-type cabin heater the mid deck shall have the portable air-conditioner; and the top deck shall have the electronic control buttons for the system, additional electrical installation etc. The lower and mid decks shall be accessible from the front and rear offices; there shall be easily removable lids for maintenance purposes. For the top deck, a hinged lid shall be constructed. At the lower and mid decks, there shall be air discharge and suction apertures to and from both office compartments; it shall be possible to heat or cool the sections by the same heating or air-conditioning device. // <i>Her iki ofis arasında kalan ara duvar sağ tarafında, her iki bölme de ortalayacak şekilde, yaklaşık 500x500 mm. taban ölçülerinde dikey kapalı bir bölme bulunacaktır. Bölme raflarla ayrılmış olarak 3 katlı olarak tasarlanacak, en alta havalı tip kabin ısıtıcısı, ortaya portatif klima ve en üste ise sistemde kullanılacak elektronik kontrol elemanları, ilave elektrik donanımı v.s yerleştirilecektir. Alt ve orta bölme katlarına; ön ve arka ofisten erişilebilir olacak, bakım amaçlı kolay çıkarılabilir kapatmalar bulunacaktır. Üst bölme katı için menteşeli kapak yapılacaktır. Alt ve orta bölme katlarından her iki ofis bölmesine de hava çıkış ve emiş açıklıkları bulunacak ve bölmeler aynı ısıtıcı ve klima ile ısıtılıp soğutulabilecektir.</i></p>
<b>2.9.</b>	<p>The office layouts shall be symmetrical in reference to the partition wall dividing the two offices; working desks and seats shall be placed on the left side facing each other; the seats for interviewers shall be placed by the edge of right side wall with the back supports of facing the heating cooling compartment and their directions pointing the office entry doors. // <i>Ofis yerleşimleri; her iki ofis arasında yer alan ara duvar esas alındığında bir birine simetrik olacak, çalışma masaları ve çalışma koltukları birbirine dönük olarak sol tarafa yakın yerleştirilecek, görüşmeci için yerleştirilecek koltuk sırtlıkları ısıtma-soğutma bölgesine dönük ve yönleri ofis giriş kapılarına dönük olarak sağ duvar kenarına yerleştirilecektir.</i></p>
<b>2.10.</b>	<p>For the 3 lines of partition walls to build the office compartments; wall frameworks shall be constructed of box profile sections of at least 30x30 mm; and both faces shall be covered with aluminum foam board (aluminum composite panel) of at least 3 mm in thickness; corner weather strips shall be used along the edges of the covering and there shall be insulation material of at least 30 mm in thickness between the two faces of the covering. Partition wall frames shall be fixed to the vehicle by bolted connections; no welding whatsoever shall be used.// <i>Ofis bölmeleri oluşturmak amacıyla yapılacak olan 3 sıra ara duvar için, en az 30x30 mm. kutu profilden duvar iskeletleri oluşturulacak ve her iki yüzü en az 3 mm kalınlığında alüminyum foamboard (Alüminyum kompozit panel) ile kaplanacak, kaplama kenarlarında köşe kapatma fitilleri kullanılacak ve her iki yüzey kaplama arasında en az 30 mm. kalınlıkta yalıtım malzemesi bulunacaktır. Duvar iskeletlerinin araca sabitlenmesi civatalı bağlantı ile yapılacak olup, kesinlikle kaynak kullanılmayacaktır.</i></p>
<b>2.11.</b>	<p>The opening directions of the doors on the right side of the front and rear walls that make up the office compartments shall outwards from the office. The doors shall be lockable from inside and outside; their height shall be at least 1800mm; bubble type interlocking door weather strips shall be used to prevent noise during travel and ensure insulation. // <i>Ofis bölmelerini oluşturan ön ve arka duvar sağ yan taraf üzerinde bulunan kapıların açılma yönleri ofis dışına olacaktır. Kapılar içeriden ve dışarıdan kilitlenebilecek, yükseklikleri en az 1800 mm. olacak, balonlu geçme kapı fitilleri ile seyahat esnasında ses yapması önlenecek ve yalıtım sağlanacaktır.</i></p>

<p><b>2.12.</b></p>	<p>Office working desks shall be PVC-coated or solid wood covered on the surface have melamine coated chipboard tables of at least 18 mm in thickness. The width of the table shall be at least 550 mm; and the length shall run from the interviewer's seat to the left side wall; and the exposed part shall be rounded. No separate supporting legs shall be constructed for the desk's table; it shall be installed on horizontal arms extracted from the partition wall between the two office compartments. Horizontal arms shall have additional vertical supports. The length of the working desk at the rear office may be kept lower for allowing manoeuvre space for the wheelchair, and the lengths of tables shall be finalized during the interim checks. // <i>Ofis çalışma masaları; alınları PVC veya masif kaplı, en az 18 mm. kalınlığında suntalam tablalı olacaktır. Tabla genişliği en az 550 mm. ve uzunluğu görüşmeci koltuğundan sol yan duvara kadar olacak, açıkta kalan köşesi yuvarlatılacaktır. Masa tablası için ayrı bir ayak sistemi oluşturulmayacak, her iki ofis bölümü arasında yer alan ara duvardan çıkarılacak yatay kollar üzerine monte edilecektir. Yatay kollar dikine ilave destekli olacaktır. Arka ofis çalışma masası uzunluğu; engelli arabası manevrası nedeni ile daha düşük tutulabilecek ve masa uzunlukları ara kontroller esnasında netlik kazanacaktır.</i></p>
<p><b>2.13.</b></p>	<p>Working seats shall have armrest tablets; adjustment for height and back support; wheeled; be fabric covered and rotating type. Due to the limitations in the area of use, its dimensions shall be not exaggerated; preference shall be given to those with narrow width of armrest tablet and thin upholstery in the back support. A fixing device shall be made for the seats during travel. // <i>Çalışma koltukları; kolçaklı, yükseklik ve sırtlık ayarlı, tekerli, kumaş kaplı ve döner tip olacaktır. Kullanım alanındaki sınırlandırmalar nedeni ile ölçüleri abartılı olmayacak, kolçak genişliği düşük sırtlık döşemesi ince olanlar tercih edilecektir. Koltuklar için seyahat esnasında sabitleme tertibatı yapılacaktır.</i></p>
<p><b>2.14.</b></p>	<p>Interviewer seats shall have fixed back support; folding seater; and be covered with the same colour fabric as the working seats. High density sponge or form-cast sponge of at least 80 mm in thickness may be used for back support and seating parts. // <i>Görüşmeci koltukları; sırtlık sabit, oturma kısmı katlanır ve çalışma koltukları ile aynı renk kumaşla kaplanmış olacaktır. Sırtlık ve oturma kısmı için en az 80 mm. kalınlığında yüksek yoğunluklu sünger veya kalıplanmış hazır döküm sünger kullanılabilir.</i></p>
<p><b>2.15.</b></p>	<p>The entire side wall starting from the first-row seats, ceiling, partition and door interiors shall be insulated with self-adhesive clastic insulation sponge of at least 30 mm. The insulation material shall be glued to the internal covering materials and fixed. No separate surface shall be fanned to avoid reduction in the internal width and loss of volume. The vehicle body shall not be used as the adhering surface for the insulation. // <i>Birinci sıra koltuklardan itibaren komple yan duvar, tavan, ara bölme ve kapı içleri, kendinden yapışkanlı, en az 30 mm. kalınlığında elastik yalıtım süngeri ile izole edilecektir. Yalıtım malzemesi iç kaplama malzemelerine yapıştırılacak ve sabitlenecektir. İç genişliğin azaltılmaması ve hacim kaybına neden olmaması için ayrı bir yüzey oluşturulmayacaktır. Yalıtım yapıştırma yüzeyi olarak aracın kendi kaporta aksamı da kullanılmayacaktır.</i></p>
<p><b>2.16.</b></p>	<p>As internal covering material, the original internal covering materials of the vehicle shall be used particularly in the 4+1 passenger compartment. Where it is not possible to use the original internal covering materials of the vehicle for the remaining office and rear cabinet group compartments, internal covering material may be used of the same properties and thickness as used for the surfacing in the partitions. This shall be evaluated and decided by the commission during the manufacturing check. // <i>İç kaplama malzemesi olarak; özellikle 4+1 kişilik seyahat bölümünde aracın kendi orijinal iç kaplama malzemeleri kullanılacak. Sonraki ofis ve arka dolap gurubu bölmelerinde ise aracın orijinal iç kaplama malzemesinin kullanılması mümkün olmama durumunda, ara bölmelerde kullanılan yüzey kaplaması ile aynı özellik ve kalınlıkta iç kaplama malzemesi kullanılabilir. Bu husus; imalat kontrolü safhasında, komisyonca değerlendirilerek karara bağlanacaktır.</i></p>
<p><b>2.17.</b></p>	<p>The insulation, covering and cabinet materials to be used shall be of flame-retardant quality. The colors of the covering material shall be the same as or compatible with the original internal covering colors of the vehicle. The colors for internal covering, epoxy flooring, desks and seats shall be selected in accordance with the preferences of İŞKUR General Directorate. // <i>Kullanılacak</i></p>

	<i>olan yalıtım, kaplama ve dolap malzemeleri alev geciktirici özellikte olacaktır. Kaplama malzemesi renkleri, araç orijinal iç kaplama renkleri ile aynı veya uyumlu olacaktır. İç kaplama, taban epoksi kaplama, masa ve koltuk renkleri, İŞKUR Genel Müdürlüğünün Kurumsal tercihleri doğrultusunda seçilecektir.</i>
<b>2.18.</b>	<p>After the offices, on the left-hand side of the rear-section, there shall be the cabinet group, with width at least 700 mm and height up to the ceiling. There shall be a compartment to safeguard the generator at the bottom; the materials compartment in the middle and a separate compartment at the top which also accommodates the promotion screen. The height of the compartment reserved for the promotion screen shall be as high as the rear window height of the rear door; the screen shall have a front protective glass; the space from the screen back side to the rear wall in the second office may be used as an individual cabinet compartment. According to the position of the rear door windows of the vehicle to be offered; changes may be made regarding the cabinets, their number and placement, and this will become clear in the intermediate controls. // <i>Ofislerden sonra; geri de kalan arka kısmın sol tarafında dolap gurubu bulunacak, genişliği en az 700 mm ve yüksekliği tavana kadar olacaktır. En altta jeneratör muhafazası için bir bölüm, üzerinde malzeme bölümü, onun da üzerinde tanıtım ekranının yer aldığı ayrı bir bölme ve en üstte ayrı bir dolap bölmesi bulunacaktır. Tanıtım ekranı için ayrılacak bölme yüksekliği arka kapı cam yüksekliği kadar olacak, ekran ön koruma camı bulunacak ve ekran kalınlığından ikinci ofis arka duvara kadar olan boşlukta ayrı bir dolap bölmesi olarak kullanılabilir. Teklif edilecek olan aracın arka kapı camlarının konumuna göre; dolap bölmeleri, sayıları ve yerleşimleri ile ilgili değişiklikler yapılabilecek, bu husus ara kontrollerde netlik kazanacaktır.</i></p>
<b>2.19.</b>	<p>A folding ramp system shall be installed on the right-hand side of the rear section for the access of wheelchairs into the rear office. During the working hours, the ramp system shall always be unfolded; and the regular access by people shall also be made over the ramp without having to use the stairs. // <i>Arka kısım sağ tarafa ise; engelli arabalarının arka ofise alınabilmesi için, katlanır bir rampa sistemi monte edilecektir. Çalışma zamanlarında rampa sistemi devamlı açık kalacak, normal insan girişleri de basamak gerektirmeden rampa üzerinden yapılacaktır.</i></p>
<b>2.20.</b>	<p>For all cabinets; no wood materials shall be used as the cabinet construction material; waterproof and moisture-proof foam board covering shall be made on the framework made of profile section. The framework made of profile section shall be constructed of box profile section of at least 30x30 mm. All cabinet lids shall have fixing or locking mechanisms to avoid opening during travel. // <i>Tüm dolaplar için; dolap malzemesi olarak ahşap malzeme kullanılmayacak, profil iskelet üzerine su ve nemden etkilenmeyen foambord malzeme kaplaması yapılacaktır. Kullanılacak profil iskelet; en az 30x30 mm. kutu profilden oluşturulacaktır. Tüm dolap kapaklarında; seyahat esnasında açılmaması için sabitleme veya kilitleme bulunacaktır</i></p>
<b>2.21.</b>	<p>The wings of the rear door shall remain open during working hours. A protective top case for the rear door shall be built to keep the door wings open and protect the generator and rear cabinet group against precipitation during wind and precipitation. For that purpose, there shall be a door fixer made of aluminum hollow bar of at least 30 mm in diameter to fix the wings of the rear door in open position at 90 degrees; it shall be locked in the slots on the upper side of the internal surface of both door wings to keep the rear doors fixed, and it shall be covered with canvas. One end of the canvas shall be connected to the door fixing bar, the other end shall be hanged on the hooks fixed at the upper internal surface of the rear door case. The canvas shall be inclined backwards at a certain angle and, through the pockets on the sides, it shall be fixed on the upper edges of the door wings. The closure area of the canvas shall be adequate to cover the width between door wings, and at least 1000 mm backwards. // <i>Çalışma saatleri içerisinde arka kapı kanatları açık kalacaktır. Rüzgarlı ve yağışlı havalarda; kapı kanatlarının açık tutulabilmesi ve jeneratör ile araç arka dolap gurubunun yağıştan etkilenmemesi için arka kapı üstü koruması yapılacaktır. Bu amaçla; arka kapı kanatlarının 90 derece açık konumda sabitlenebilmesi için, en az 30 mm çapında alüminyum borudan yapılmış bir kapı dayaması bulunacak, her iki kapı kanadı iç yüzey üst tarafa konulacak yuvalarına geçirilerek arka kapıların sabitlemesi yapılacak ve üzeri branda ile kapatılacaktır. Brandanın bir ucu arka kapı kasası iç üst yüzeye sabitlenmiş kancalara geçirilecek, diğer ucu da kapı sabitleme borusuna pratik</i></p>

gerdirmelerle sabitlenecektir. Branda da arkaya doğru belirli bir eğim bulunacak ve yanlarda bulunan ceplerle de kapı kanatları üst kenarlarına geçirilecektir. Brandanın kapatma alanı arka kapı kanatları arası genişlikte ve arkaya doğru en az 1000 mm. olacaktır.

### 3. Additional Equipment to be Installed on the vehicle // Araçta İstenilen İlave Donanımlar

#### 3.1.

**Folding Ramp:** It shall be used to take wheelchairs into the rear office.

- It shall be installed to the back of the floor on the rear right-hand side. it shall be fixed, in folded position, vertically in the rear office entry space and the installation area of at most 250x900 mm shall be sufficient.
- In unfolded position, its width shall be at least 800 mm, length of least 2400 mm, and there shall be side curbs of at least 70 mm in height on both sides.
- It shall be made of light aluminum alloy; its own weight shall be at most 25 kg. and the carrying capacity shall be at least 250 kg.
- By the pneumatic shock absorbers on both sides. it shall be easily unfoldable and foldable by one person; and the stepping surfaces shall be non-slip type.
- In order to draw disabled cars into the office; there shall be an electric winch system mounted on the rear wall of the rear office negotiator seat lower level. Crane; the rope shall be mounted in a position to extend through the middle of the ramp and without rubbing the ramp. An easy connection system shall be established for the connection of the crane rope hook to the rear of the disabled vehicle.

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**Katlanır Yükleme Rampası:** Engelli arabalarının arka ofise alınabilmesi için kullanılacaktır.

- Sağ arka taraf taban gerisine monte edilecektir. Katlanmış konumda arka ofis giriş boşluğunda dik olarak sabitlenecek ve en fazla 250x900 mm. montaj alanı yeterli olacaktır.
- Açılmış konumda; genişliği en az 800 mm., uzunluğu ise en az 2400 mm. olacak ve her iki yanda en az 70 mm yükseklikte kenar bordürü bulunacaktır.
- Hafif alüminyum alaşım malzemeden yapılmış, sistemin kendi ağırlığı en fazla 25 kg. ve taşıma kapasitesi en az 250 kg. olacaktır.
- Her iki yan tarafta bulunan havalı amortisörler sayesinde, tek kişi tarafından rahatlıkla açılıp kapatılabilecek ve basma yüzeyleri kaydırmaz olacaktır.
- Engelli arabalarının ofis içine çekilebilmesi için; arka ofis görüşmeci koltuğu alt seviyesi arka duvarına monteli elektrikli bir vinç sistemi bulunacaktır. Vinç; halatı rampa ortasından ve rampaya sürtmeden uzanacak konumda monte edilecektir. Vinç halat kancasının, engelli aracı arkasına bağlantısı için kolay bağlantı sistemi oluşturulacaktır.

#### 3.2.

**Portable Generator:** It shall meet the 220 V AC electricity needs of computers, promotion screen, air-conditioner and refrigerator during the work; and also keep the vehicle battery on fully charged status. It shall have the following properties:

- It is engine shall be gasoline-fired, air-cooled, 4-cycle, started by starter, and at least 9 HP.
- Its fuel tank shall have at least 9 litres of capacity and the fuel consumption at full load shall be at most 2.4 litre/hour. A spare fuel barrel of at least 25-litre capacity shall be furnished along.
- Its continuous output power shall be at least 3.5 KVA at 220 to 240 V AC voltage; the frequency shall be 50 Hz. it shall also have a 12 V DC outlet to charge the vehicle's battery. If no 12 V DC outlet exists, a rectifier for battery charging shall be added to the additional electrical system of the vehicle.
- There shall be at least two 230 V power outlets; those outlets shall have automatic circuit breaking fuses and closure lids.
- As a minimum, there shall be voltage-loud-operation timer and fuel level indicators, and command buttons for start/stop and emergency stop.
- Dimensions for width/length/height shall be at most 550/700/650 mm and the weight shall be at most 75 kg.

	<ul style="list-style-type: none"> <li>• As a minimum along with the device; 1 spark plug wrench, 2 spark plugs, 1 exhaust extension pipe (1.5 m), 1 user and maintenance manual.</li> <li>• It shall be CE certified and comply with DIN 14685 standard.</li> <li>• The generator shall be installed in the rear left cabinet lower compartment, on a telescopic skid system. On the skid, it shall stand transversally with the engine section facing the mid-section space and be fully removable outwards when working. The skid system shall be lockable in open and closed positions and have external protection against precipitation.</li> <li>• Besides, in order to reduce noise and vibration, the generator can be lowered with an electric winch. For this purpose, a single telescopic skid system shall be installed in the middle of the generator compartment ceiling and a crane system shall be installed at the end. For ground use; the lower height of the generator shall be increased. For this purpose; pull-wheel and presser feet mounted under the generator or a separate stand may be used.</li> </ul> <p>//</p> <p><b>Taşınabilir Jeneratör:</b> Çalışma esnasında; bilgisayarlar, tanıtım ekranı, klima ve buzdolabı için ihtiyaç duyulacak 220 V AC elektrik ihtiyacını karşılayacak, aynı zamanda da araç aküsünün devamlı şarjda kalmasını sağlayacaktır. Özellikleri aşağıda belirtildiği gibi olacaktır.</p> <ul style="list-style-type: none"> <li>• Motoru; benzinli, hava soğutmalı, 4 zamanlı, marşlı çalıştırılmalı, en az 9 HP olacaktır.</li> <li>• Yakıt deposu en az 9 litre ve tam yükte yakıt tüketimi en fazla 2,4 litre/saat olacaktır. Beraberinde en az 25 litre kapasiteli yedek yakıt bidonu verilecektir.</li> <li>• Devamlı çıkış gücü; 220 ila 240 V AC gerilimde en az 3,5 KVA, frekans 50 Hz olacaktır. Ayrıca araç aküsünün şarj edilebilmesi için 12 V DC çıkışı da bulunacaktır. 12 V DC akım çıkışının bulunmaması durumunda; aracın ilave elektrik sistemine, akü şarjı için redresör ilave edilecektir.</li> <li>• En az 2 adet 230 V güç çıkışı bulunacak, çıkışlar devre kesicili otomatik sigortalı ve çıkış prizleri kapaklı olacaktır.</li> <li>• Asgari olarak; voltaj-yük-çalışma saati ve tank seviye göstergeleri, start-stop ve acil durdurma kumandaları bulunacaktır.</li> <li>• En/Boy/Yükseklik ölçüleri en fazla 550/700/650 mm. ve ağırlığı en fazla 75 kg. olacaktır.</li> <li>• Beraberinde asgari olarak; 1 adet buji anahtarı, 2 adet buji, 1 adet egzost uzatma borusu (1,5 m.), 1 adet kullanma ve bakım el kitabı verilecektir.</li> <li>• CE Belgeli ve DIN 14685 standardına uygun olacaktır.</li> <li>• Jeneratör; arka sol dolap alt bölümüne, teleskopik kızak sistemi üzerine monte edilecektir. Kızak üzerinde; motor kısmı orta boşluğa dönük olarak enlemesine duracak ve çalıştırma esnasında tamamen dışarı çekilebilecektir. Kızak sistemi, açık ve kapalı konumda sabitlenebilir olacak, yağışa karşı dış ortam koruması da yapılacaktır.</li> <li>• Ayrıca; gürültü ve titreşimin daha az olabilmesi için, elektrikli bir vinç yardımı ile jeneratör yere indirilebilecektir. Bu amaçla jeneratör bölümü tavanı ortasına, tekli teleskopik kızak sistemi monte edilecek ve ucunda da vinç sistemi bulunacaktır. Yerde kullanma durumu için; jeneratörün alt yüksekliği artırılabilir olmalıdır. Bu amaçla; jeneratör altına monteli çekme tekeri ve basma ayakları veya ayrı bir sehpa kullanılabilir.</li> </ul>
<p><b>3.3.</b></p>	<p><b>Electric Crane:</b> There will be 2 units, one of which will take disabled vehicles into the office and one of them to bring the generator down and take it back to its place.</p> <ul style="list-style-type: none"> <li>• Cranes shall have a lifting capacity of at least 150 kg and the length of the steel rope shall be at least 8 meters.</li> <li>• It will operate with 220 V AC or 12 V DC vehicle electricity. If shortage in supply; In the case of using a 24 V DC operating crane, a separate current transducer that converts 220 V AC to 24 V DC may be used.</li> </ul> <p>//</p> <p><b>Elektrikli Vinç:</b> Bir adedi engelli aracını ofis içine almak, bir adedi de jeneratörü yere indirmek ve yerine almak için olmak üzere 2 adet olacaktır.</p>

	<ul style="list-style-type: none"> <li>• <i>Vinçler en az 150 kg. kaldırma kapasiteli olacak ve çelik halat uzunluğu en az 8 metre olacaktır.</i></li> <li>• <i>220 V AC veya 12 V DC araç elektriği ile çalışabilecektir. Temininde sıkıntı nedeniyle; 24 V DC akımla çalışan vinç kullanılma durumunda, 220 V AC akımı 24 V DC akıma çeviren ayrı bir akım dönüştürücü kullanılabilir.</i></li> </ul>
<b>3.4.</b>	<p><b>Air-conditioner:</b> it shall be used in the operation zone, and operate at 220 V AC.</p> <ul style="list-style-type: none"> <li>• The vehicle shall have air-conditioner. However, there shall be a second air-conditioner to cool and heat the office compartments in the duty zone.</li> <li>• The cooling capacity shall be at least 8500 Btu/h; the heating capacity shall be at least 6500 Btu/h and operate at 220 V AC. The power shall be supplied from the generator.</li> <li>• It shall be portable; however, it shall be fixed inside the mid deck of the closed compartment stated in item 3.8 above, with equally volume on both office compartments; there shall be air discharge and suction apertures adequate for both office compartments, on the left wall of the closed compartment.</li> <li>• The accordion hose that connects to the outer air shall be passed through a channel to be constructed on the right-hand side of the rear office compartment's ceiling and connect to the entry space of the rear right door. The rear door shall be kept open to allow the generator to work, and thereby the connection with outer air shall be provided.</li> </ul> <p>//</p> <p><b>Klima:</b> Operasyon bölgesinde kullanılacaktır ve 220 V AC akımla çalışacaktır.</p> <ul style="list-style-type: none"> <li>• <i>Araç klimalı olacaktır. Ancak görev bölgesinde; araç motoru çalıştırılmadan, ofis bölmelerinin soğutulması ve ısıtılması amacı ile ikinci bir klima sistemi bulunacaktır.</i></li> <li>• <i>Soğutma kapasitesi en az 8500 Btu/h, ısıtma kapasitesi en az 6500 Btu/h olacak ve 220 V AC elektrik akımı çalışacaktır. Elektrik beslemesi jeneratörden yapılacaktır.</i></li> <li>• <i>Portatif özellikli olacak; ancak yukarıda 3.8. maddesinde belirtilen kapalı bölme orta kat içerisine, her iki ofis bölgesini ortalayacak şekilde sabitlenecek ve kapalı bölme sol duvarında her iki ofis bölgesi için de yeterli hava çıkış ve emiş açıklığı bulunacaktır.</i></li> <li>• <i>Dış hava irtibatını sağlayan akordeon hortum; arka ofis bölgesi tavanı sağ yana oluşturulacak kanaldan geçirilerek, sağ arka kapıya girişine açılacaktır. Jeneratörün çalışabilmesi için arka kapı açık tutulacak ve bu şekilde dış hava ile irtibatı sağlanmış olacaktır.</i></li> </ul>
<b>3.5.</b>	<p><b>Cabin Heater:</b> There shall be two of them; supplied from the vehicle's fuel system, operated by 12 V DC vehicle electricity and dry-air type.</p> <ul style="list-style-type: none"> <li>• One of them shall be installed inside the lower deck of the closed compartment stated in line 2.8 above, and there shall be hot air discharge and suction apertures adequate for both office compartments, on the left wall of the closed compartment.</li> <li>• The other shall be installed under the front two-seater passenger seat and used for heating the 4+1 passenger compartment.</li> <li>• Heaters shall have the maximum heating capacity of at least 2 kW; the hourly fuel consumption at maximum heating capacity shall be at most 0.3 litre; dimensions for length/width/ height shall be at most 325/125/125 mm and the weight shall be at most 2.8 kg.</li> </ul> <p>//</p> <p><b>Kabin Isıtıcı:</b> İki adet olacak, araç yakıt sisteminden beslenecek ve 12 V DC araç elektriği ile çalışacak ve kuru havalı tip olacaktır.</p> <ul style="list-style-type: none"> <li>• <i>Bir adedi yukarıda 2.8. maddesinde belirtilen kapalı bölme alt kat içerisine monte edilecek ve kapalı bölme sol duvarında her iki ofis bölgesi için de yeterli sıcak hava çıkış ve emiş açıklığı bulunacaktır.</i></li> <li>• <i>Diğeri ise; ön ikili yolcu koltuğu altına monte edilecek ve 4+1 kişilik seyahat bölgesinin ısıtılmasında kullanılacaktır.</i></li> </ul>

	<ul style="list-style-type: none"> <li>Isıtıcıların maksimum ısıtma kapasitesi en az 2 kW ve maksimum ısıtma kapasitesindeki saatlik yakıt tüketimi en fazla 0,3 litre, uzunluk/genişlik/yükseklik ölçüleri en fazla 325/125/125 mm. ve ağırlığı en fazla 2,8 kg. olacaktır.</li> </ul>
3.6.	<p><b>Mini Refrigerator:</b> On the vehicle, there shall be a refrigerator of at least 75-litre capacity operating at 220 V AC. The refrigerator shall normally operate at 220 V AC supplied from the generator, and also it shall be kept operating while the vehicle is travelling.</p> <p>//</p> <p><b>Mini Buzdolabı:</b> Araçta; en az 75 litre kapasiteli, 220 V AC ile çalışır soğutucu bulunacaktır. Buzdolabı normalde jeneratörden gelen 220 V AC akımla çalışacak, ayrıca araç seyir esnasında da çalışması sağlanacaktır.</p>
3.7.	<p><b>Tea Maker:</b> There shall be a tea maker operating at 220 V AC to meet the tea and hot water needs of working personnel; and it shall be kept on the counter above the refrigerator.</p> <p>//</p> <p><b>Çay Makinası:</b> Çalışan personelin çay ve sıcak su ihtiyacını karşılamak için, 220 V AC ile çalışır çay makinası bulunacak, buzdolabı üstü tezgahta muhafaza edilecek ve seyahat esnasında sabitlenebilecektir.</p>
3.8.	<p><b>Camera and Recording System:</b> There shall be a video-camera system for inside (both offices and passenger compartment) and outside the vehicle; the recordings shall be transmittable to the institutional systems; they could be viewed simultaneously and retrospectively inside the vehicle and at certain centers over the internet.</p> <ul style="list-style-type: none"> <li>Camera resolutions shall be at least 3 MP; the viewing distance of inside cameras shall be at least 3 metres; and the viewing distance of outside cameras shall be at least 50 metres. They shall be capable of recording day and night.</li> <li>Inside cameras shall have microphones and speakers for the purpose of video-conferencing; and the voices obtained through this system shall be recordable along with video.</li> <li>One of the inside cameras shall be installed on the rear-view mirror on the windshield; the other two on the left side wall of both office compartments.</li> <li>Of the outside cameras; the one in the front shall be installed inside the windshield facing the forward direction; the one in the car shall be installed on the left rear cabinet facing the rear; side cameras shall be installed on upper side of the side windows of the front office facing outwards.</li> <li>There shall be a separate recording device for the recording system and it shall be possible to store the recording of at least one month of audio and video.</li> <li>The operating range shall be at least 10/+55 °C and be capable of operating at 12 V DC.</li> </ul> <p>//</p> <p><b>Kamera ve Kayıt Sistemi:</b> Araç içi (Her iki ofis ve seyahat bölmesi) ve dışı için video kamera sistemi bulunacak, yapılan kayıtlar ilgili kurumun kendi sistemlerine aktarılabilir, eş zamanlı ve geçmişe dönük olarak araç içinden ve internet üzerinden belirli merkezlerden izlenebilecektir.</p> <ul style="list-style-type: none"> <li>Kamera çözünürlükleri en az 3 MP, araç içi kameraların görüş mesafesi en az 3 metre, araç dışı kameraların görüş mesafesi ise en az 50 metre olacaktır. Gece ve gündüz çekim yapabilecektir.</li> <li>Video konferans amacı ile araç içi kameralarda mikrofon ve hoparlör sistemi bulunacak, bu sistemden elde edilen sesler de görüntü ile birlikte kaydedilebilecektir.</li> <li>Araç içi kameralardan bir adedi ön cam iç dikiz aynası üzerine, diğer iki adedi ise her iki ofis bölmesi sol yan duvar üzerine monte edilecektir.</li> <li>Araç dış görüş kameralarından; önde olan öne dönük olarak ön cam iç tarafına, arkada olan sol arka dolap üzerine arkaya dönük olarak, yan görüş kameraları ise ön ofis yan camları üst tarafına dışa dönük olarak monte edilecektir.</li> <li>Kayıt sistemi için ayrı bir kayıt cihazı bulunacak ve en az 1 aylık ses ve görüntü kaydı saklanabilecektir.</li> </ul>

	<ul style="list-style-type: none"> <li>Çalışma aralığı en az -10/+55 0C olacak, 12 V DC veya 220 V AC akımla çalışabilecektir.</li> </ul>
3.9.	<p><b>Promotion Screens:</b> There shall be 4 LCD promotion screens of high resolution for the institution's activities and announcements; the information shall be repeatedly shown on the screen at a certain order.</p> <ul style="list-style-type: none"> <li>One of the screens shall be mounted on the cabinet group inside the wing of the vehicle's left rear door, with properties stated in item 3.18 the screen shall be installed facing the rear; the width or height of the screen shall not be smaller than the window of the rear door left wing; and it shall be viewable from outside while the door is closed.</li> <li>Other two screens shall be at least 14" and mounted on the left side walls of both office compartments. For video-conferencing, these two promotion screens shall be capable of being used along with inside cameras.</li> <li>The fourth screen shall be at least 10"; mounted at level with the rear-view mirror on the windshield; for video-conferencing. It shall be capable of being used along with the camera system in the passenger compartment; it shall also be connectable to the rear outside view camera when the vehicle is put in reverse gear.</li> </ul> <p>//</p> <p><b>Tanıtım Ekranları:</b> Kurumun faaliyetleri ve duyuruları için; renkli ve yüksek çözünürlüklü 4 adet LCD tanıtım ekranı bulunacak, verilecek bilgiler belirli bir sıralama içerisinde tekrarlanarak ekranda gösterilecektir.</p> <ul style="list-style-type: none"> <li>Bu ekranlardan 1 adedi; özellikleri yukarıda 3.18. maddesinde belirtilen, araç sol arka kapı kanadı içerisinde bulunan dolap gurubu üst arka tarafında yer alacak, ekran arka tarafa dönük olarak yerleştirilecek, ekran genişliği veya yüksekliği arka kapı sol kanat camından daha küçük olmayacak ve kapı kapalı iken de dışarıdan izlenebilecektir.</li> <li>Diğer iki ekran; en az 14" ve her iki çalışma ofisi sol yan duvar üzerine monteli olacaktır. Video konferans için; bu iki tanıtım ekranı sistemi, kamera kayıt sistemi ofis içi kameralarıyla birlikte kullanılabilir.</li> <li>Dördüncü ekran ise; en az 10" olacak, ön cam üstü dikiz aynası seviyesine monte edilecek, video konferans için yolcu bölmesi kamera sistemi ile birlikte kullanılabilir, aynı zamanda geri vites konumunda arka dış görüş kamerasına bağlanabilecektir.</li> </ul>
3.10.	<p><b>Additional Battery:</b> Additional system to meet the electrical requirements more easily; a second battery of the same specification and capacity as the vehicle battery. It shall be connected in parallel with the vehicle battery and shall be in the same place as the vehicle battery. If it cannot fit in the same place, the second row will be in the cupboard under the passenger seat.</p> <p>//</p> <p><b>İlave Akü:</b> İlave sistem elektrik gereksinimlerini daha rahat karşılayabilmek için; araç aküsü ile aynı özellik ve kapasitede ikinci bir akü bulunacaktır. Araç aküsü ile paralel bağlanacak ve araç aküsü ile aynı yerde bulunacaktır. Aynı yere sığdırılmaması durumunda ikinci sıra yolcu koltuğu altında dolap içinde olacaktır.</p>
3.11.	<p><b>Security Alarm:</b> A security alarm will be added to the vehicle against robbery. // <b>Güvenlik Alarmı:</b> Hırsızlık durumuna karşı araca güvenlik alarmı eklenecektir.</p>
3.12.	<p><b>Vehicle Tracking System:</b> Vehicle Tracking System (GPRS) will be added. This system shall be monitored and controlled by a computer that the institution uses and shall be updated quickly. Enrollment and registration of the system; will be done by the company on behalf of the institution, the dues after delivery will be met by the institution. Installation shall be made by the contractor, and installation costs shall be borne by the Contractor. // <b>Araç Takip Sistemi:</b> Araca; Araç Takip Sistemi (GPRS) eklenecektir. Bu sistem; idarenin öngördüğü bilgisayar ile takip ve kontrol edilebilmeli ve hızlı güncelleme yapabilmelidir. Sistemin kayıt ve tescil işlemleri; kurum adına firmaca yapılacak, tesliminden sonraki aidatları kurumca karşılanacaktır. Montaj yüklenici tarafından yapılacak olup, montaj masrafları yüklenici tarafından karşılanacaktır.</p>
3.13.	<p><b>Navigation System:</b> A navigation system will be added that will work quickly and smoothly. The system maps should be up to date and be able to update automatically. // <b>Navigasyon Sistemi:</b></p>

	<i>Araca; hızlı ve sorunsuz çalışacak bir navigasyon sistemi eklenecektir. Sistemin haritaları güncel olmalı ve otomatik güncelleme yapabilmelidir.</i>
<b>4. Additional Electrical Installation // İlave Elektrik Donanımı</b>	
<b>4.1.</b>	<i>For the superstructure electrical installation, a separate electrical installation shall be constricted which shall comply with EN 60204-1 standard, flexible cables with TSEK certification shall be used; cables shall be passed through the tubes and the complete electrical installation shall be done with the appropriate mounting brackets and without touching the metal surfaces, there shall be fuses and relay boxes for the additional electrical equipment and they shall comply with EN 60529 IP 65 protection class. // Üst yapı elektrik tesisatı için, aracın elektrik tesisatından ayrı farklı bir elektrik tesisatı oluşturulacak, elektrik tesisatı EN 60204-1 Standardına uygun olacak, TSEK Belgeli esnek kablolar kullanılacak, kablolar makaronlar içerisinde geçirilerek ve uygun bağlantı braketleri ile metal yüzeylere temas etmeyecek biçimde komple elektrik enstalasyonu yapılacak, ilave elektrik donanımı için sigorta ve röle kutuları bulunacak, EN 60529 IP 65 koruma sınıfına uygun olacaktır.</i>
<b>4.2.</b>	<i>There shall be a rectifier system to charge the vehicle's battery; it shall deactivate automatically when the battery is fully charged, and automatically activate when the battery voltage drops to a level that needs recharging. // Araç aküsünün şarj edilebilmesi için redresör sistemi bulunacak, akü şarj olduğu zaman otomatik devreden çıkacak ve akü voltajı şarj gerektiren seviyeye düştüğünde otomatik olarak devreye girecektir.</i>
<b>4.3.</b>	<i>There shall be a 12 V DC/220 V AC current converter on the vehicle which shall generate AC current at fully sinus frequency. Thereby, devices which operate at 220 V AC shall be operational if needed to operate during travel. // Araçta 12 V DC/220 V AC akım dönüştürücü bulunacak ve tam sinüs frekansta AC akım üretecektir. Bu sayede seyahat esnasında da açık kalması istenilen, 220 V AC akımla çalışan cihazlar çalıştırılabilecektir.</i>
<b>4.4.</b>	<i>Electrical installations for the rectifier and 220 V AC air-conditioner shall be passed through separate tubes and accordingly marked. // Redresör ve 220 V AC klima için oluşturulacak elektrik tesisatı farklı makaronlar içinden geçirilecek ve işaretlenecektir.</i>
<b>4.5.</b>	<i>Separate distribution boards shall be constructed for 12 V DC and 220 V AC supplies. Boards, rectifier, and all terminals, fuses, outlets relating to the electrical installation shall be placed in the top deck of the compartment with properties slated in item 3.8 above. // 12 V DC ve 220 V AC elektrik için farklı elektrik panoları oluşturulacaktır. Panolar, redresör ve ilave elektrik donanımı ile ilgili tüm terminaller, sigortalar, prizler v.s., yukarıda 3.8. maddesinde özellikleri belirtilen bölmenin en üst katında bulunacaktır.</i>
<b>4.6.</b>	<i>There shall be ceiling lights that provide adequate lighting for the passenger, office and rear cabinet compartments. For the office compartment, white colour light LED shall be used; and in reference to the top of working desks, there shall be at least 500 lux of illumination. // Yolcu, ofis ve arka dolap bölmeleri için, yeterli aydınlatma sağlayan tavan aydınlatmaları bulunacaktır. Ofis bölmelerinde beyaz renk ışıklı LED aydınlatma kullanılacak ve çalışma masaları üstü esas alındığında en az 500 lux aydınlatma sağlanacaktır.</i>
<b>4.7.</b>	<i>There shall be 220 V AC outlets with at least three outlets for both office compartments and passenger compartment. // Her iki ofis bölmesi ve yolcu bölmesi için; en az 3 çıkışlı 220 V AC priz bulunacaktır.</i>
<b>4.8.</b>	<i>220V AC electricity requirement; The generator will be supplied from the existing city network externally. For this purpose, the main connection system with 220 V AC cover shall be provided and at least 50 meters of cable and winding system electric reel shall be provided. At the end of the reel; The vehicle shall be equipped with a cover connection suitable for 220 V AC main connection system. // 220 V AC elektrik ihtiyacı; jeneratör harici mevcut şehir şebekesinden karşılanabilecek, bu amaçla 220 V AC kapaklı ana bağlantı sistemi bulunacak ve beraberinde en az 50 metre kablolu ve sarma sistemli elektrik makarası verilecektir. Makaranın ucunda; araç 220 V AC ana bağlantı sistemine uygun kapaklı bağlantı bulunacaktır.</i>
<b>5. Painting Inscriptions and Emblems // Boya-Yazı ve Amblemler</b>	

5.1.	The vehicle shall be painted white as the company standard on which there shall be cladding, inscriptions and emblems requested by the requiring institution. // <i>Araç firma standardı beyaz renkli olacak ve üzerine ihtiyaç sahibi kurumun talep etmiş olduğu giydirmeler, yazı ve amblemler yapılacaktır.</i>
5.2.	The design of dressing, inscriptions and emblems will be made by the company and submitted to the approval of the institution. Designs to be made; the right-hand side sliding door and rear door wings shall not be divided and closed when open. // <i>Giydirme, yazı ve amblemlerin tasarımı firma tarafından yapılacak ve kurumun onayına sunulacaktır. Yapılacak tasarımlar; sağ yan sürgülü kapı ve arka kapı kanatları açıkken bölünmeyecek ve kapanmayacak biçimde olacaktır.</i>
<b>6. Toolkits and Equipment to be Provided Along With the Vehicle // Araç Beraberinde Verilecek Avadanlık ve Donanım</b>	
Together with the vehicle; company standard toolkits and the following toolkits and equipment compliant with the Regulation on Road Traffic shall be provided.	
<ul style="list-style-type: none"> <li>• 1 unit of Fire Extinguisher (Total filling capacity of 2 kg, KKT ABC Type.)</li> <li>• 1 unit of Jack and Jack Lever (Suitable for the vehicle tonnage.)</li> <li>• 1 unit of Hexagon Wrench and Handle</li> <li>• 1 set of Spare Light bulbs (For the external lighting)</li> <li>• 1 unit of insulated Pliers</li> <li>• 1 unit of Screwdriver (Flat tip-Philips head)</li> <li>• 1 unit of Portable Lamp or Flashlight</li> <li>• 1 pair of Skid Chains</li> <li>• 1 unit of Towing Steel Bridle (Suitable for the vehicle capacity)</li> <li>• 2 units of Reflectors (Compliant with ECE R 27 Regulation)</li> <li>• 1 unit of Complete Sparc Tire (at the size used in the vehicle, with tire rim and rubber)</li> <li>• 1 unit of Wheel Chock (Suitable for the vehicle capacity)</li> <li>• 1 unit of First Aid Kit (Contents are listed below.)</li> </ul>	
FIRST AID KIT CONTENTS	
<ul style="list-style-type: none"> <li>• 2 units of Large Gauze (10 cm x 3.5 m)</li> <li>• 1 box of Absorbent Sterile Gauze (10x10 cm, 50 pieces)</li> <li>• 3 units of Triangular Bandage</li> <li>• 1 unit of Antiseptic Solution (50 ml)</li> <li>• 1 unit of Plaster (2 cm x 5 m)</li> <li>• 10 units of Safety Pins</li> <li>• 1 unit of Small Scissors (stainless)</li> <li>• 1 unit of Esmark Bandage</li> <li>• 1 unit of Tourniquet (At least 50 cm woven fabric)</li> <li>• 10 units of Band-aids</li> <li>• 1 unit of Aluminum Thermal Blanket</li> <li>• 2 pairs of Medical Gloves</li> <li>• 1 unit of Flashlight</li> </ul>	
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<i>Araçlarla birlikte; firma standardı avadanlıklar ve aşağıda belirtilen Karayolları Trafik Yönetmeliğine uygun avadanlık ve donanım verilecektir.</i>	
<ul style="list-style-type: none"> <li>• 1 Adet Yangın Söndürme Cihazı (Toplam dolum kapasitesi 2 kg. KKT ABC Türü.)</li> <li>• 1 Adet Kriko ve Kolu (Araç Tonajına uygun.)</li> <li>• 1 Adet Bijon Anahtarı ve kolu</li> <li>• 1 Takım Yedek Ampul (Dış ışık donanımı için)</li> <li>• 1 Adet İzoleli Pense</li> <li>• 1 Adet Tornavida (Düz-Yıldız uçlu)</li> <li>• 1 Adet Seyyar Lamba veya El Feneri</li> <li>• 1 Çift Patinaj Zinciri</li> <li>• 1 Adet Çelik Çekme Halatı (Araç kapasitesine uygun)</li> <li>• 2 Adet Reflektör (ECE R 27 Regülasyonuna uygun)</li> </ul>	

- 1 Adet Komple Stepne (Araç üzerinde bulunan ebatta Jantlı-Lastikli)
- 1 Adet Tekerlek Takozu (Araç Kapasitesine uygun)
- 1 Adet Ecza Çantası (Muhteviyatı aşağıda belirtilmiştir.)

#### ECZA ÇANTASI MUHTEVİYATI

- 2 Adet büyük sargı bezi (10 cm.x3,5 m.)
- 1 Kutu Hidrofil Gaz Steri (10x10 cm. 50 adet)
- 3 Adet Üçgen Sargı
- 1 Adet Antiseptik Solüsyon (50 ml.)
- 1 Adet Flaster (2 cm.x5 m.)
- 10 Adet Çengelli İğne
- 1 Adet Küçük Makas (Paslanmaz)
- 1 Adet Esmark Bandaj
- 1 Adet Turnike (En az 50 cm. örgülü tekstil)
- 10 Adet Yara Bandı
- 1 Adet Alüminyum Yanık Örtüsü
- 2 Çift Tıbbi Eldiven
- 1 Adet El Feneri

#### 7. Files and documents and toolkits to be provided along // Beraberinde verilecek belge-doküman ve avadanlık

- The vehicle coninity certificate for the minibus, warranty certificate, user and maintenance manual as well as warranty certificates and user manuals for the various installations used (Radio/CD/MP3 player, air conditioner etc.) shall be provided.
- The approved modification design project and engineering compulsions or mass production certificate which are required for traffic registration; operation and maintenance manual and warranty certificate shall be provided for the modifications made along with the vehicle.
- Along with the vehicle, the warranty certificates and user guides shall be provided for the equipment pieces included in the vehicle equipment.
- Technical drawings of all modifications made to the vehicle; will be delivered to İŞKUR General Directorate as files and PDF format on CD in two sets.
- The first inspections required for traffic registration of the vehicle shall be handled by the company and its documents shall be provided to the requiring entity during the delivery. If the Mass Production Certificate is provided; these shall not be required.
- Mandatory equipment and toolkits to be included in vehicle based on their properties as specified in the Regulation on Road Traffic as well as other company standard toolkits shall be provided. Those included in the mandatory toolkits specified by the Regulation on Road Traffic shall not be included for the second time in the company standard toolkits. Mandatory equipment and toolkits according to the Regulation on Road Traffic are listed in Article 7 of the specifications above.

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- Minibüs için Araç uygunluk belgesi, garanti belgesi, kullanma ve bakım el kitabı ile kullanılan muhtelif donanıma ait garanti belgeleri ve kullanım kılavuzları verilecektir. (Radyo/CD/MP3 çalar, klima v.s.)
- Araçlarla birlikte yapılan tadilatlarla ilgili; trafiğe tescil için gerekli onaylanmış tadilat proje ve hesapları veya seri imalat belgesi, kullanma ve bakım kılavuzu ve garanti belgesi verilecektir.
- Donanımlarında yer alan ekipmanlara ait garanti belgeleri ve kullanma kılavuzları verilecektir.
- Araçta yapılan tüm tadilatlarla ilgili teknik çizimler; dosya halinde ve PDF olarak CD ortamında, iki takım olarak İŞKUR Genel Müdürlüğü'ne teslim edilecektir
- Araçların trafiğe tescil için gerekli olan ilk muayeneleri; firma tarafından yaptırılacak ve belgeleri teslimat anında ihtiyaç sahibi kuruluşlara verilecektir. Seri İmalat Belgesi verilmesi durumunda bu husus aranmaz.
- Karayolları Trafik Yönetmeliğinde yer alan ve özelliklerine göre araçlarda bulundurulması gereken zorunlu teçhizat ve avadanlıklar ile firma standardı diğer avadanlıklar verilecektir. Karayolları Trafik

Yönetmeliğinde yer alan zorunlu avadanlıklardan, firma standart avadanlıkları içerisinde yer alanlar ikinci kez verilmeyecektir. Karayolları Trafik Yönetmeliği gereği verilmesi gereken zorunlu teçhizat ve avadanlıklar yukarıda şartnamenin 7. maddesinde belirtilmiştir.

Testing Requirements	<p>UNDP or its designated inspection agents will inspect the good in order to confirm that the good conform to applicable specifications or other requirements of the Contract.</p> <p>Superstructures of vehicles; will be subject to interim inspection during the manufacturing stage. Interim inspections shall be conducted at least 2 times in different manufacturing stages. The Contractor shall remedy any defect specified in the Interim Inspection Reports, and informs UNDP for the complementary inspection for defects. The first of the interim inspections will be related to the basic layout and the seats and interior covering material to be removed shall be made after dismantling, and the second shall be performed after the partition frames have been formed without the coating process.</p> <p>After the superstructure production is completed, function tests will be performed in accordance with the technical specifications and the provisions of the legislation and an inspection report will be prepared. Final checks and final acceptance of these vehicles will be carried out at delivery address.</p> <p>The contractor shall ensure availability of an expert having knowledge and expertise on the technical specifications and manufacturing process of the vehicle during inspection.</p> <p>Any consumable for testing will be borne by the Contractor.</p>
Scope of Training on Operation and Maintenance	<p>The Contractor will provide adequate start-up training for safe and efficient use of the vehicle and its all components (such as basic operating and maintenance instructions etc.).</p>
Warranty Period	<p>The contractor shall warrant the goods against any deficiency or any other problem for a period of one year.</p> <p>During warranty period, in any case resulting from deficiency or any other problem of the goods:</p> <ul style="list-style-type: none"><li>• Response time: Contractor shall troubleshoot within 24 hours (online or via phone). If the problem cannot be solved online or via phone support, Contractor shall be available or act on site within 3 days.</li><li>• Repair time: Within 30 calendar days from the receipt of the malfunctioning goods. If during 30 calendar days, it is foreseen that the goods cannot be repaired and the malfunction is not fault of the operator, corresponding functional item should be provided until malfunctioning goods is repaired.</li><li>• Only original or approved by the manufacturer(s) spare parts should be used in any repair service</li><li>• Contractor should be authorised by the manufacturer(s) maintenance service centre(s) or should have a contract with such service centre(s) for the time of the implementation and contractual warranty period of all goods.</li></ul> <p>The goods shall be accompanied by a commercial (manufacturer) warranty for minimum three years or 100,000 km (whichever happens first) beginning from the date of written acceptance of goods by UNDP.</p>
Local Service Support	<p>There shall be authorized service provider for the proposed equipment made/model in Turkey.</p>

After-sale services Requirements	After Sales services is not in the scope of this contract. However, the contractor must demonstrate that after sales support services and spare parts will be available for 10 years period.
Condition for issuance of "Certificate of satisfactory performance"	Contractor's full completion of services including the obligations in the warranty period of one year following written acceptance of goods.

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>3</sup>*****(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>4</sup>)***

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions for Contract, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. \_\_\_\_\_:

**TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements**

Description/Specification of Goods	Quantity	Unit Price (USD)	Total Price per Item (USD)
Mobile office vehicle as per the Annex 1 Technical Specifications and Other Requirements <i>(Insert the make/model of the minibus)</i>	1		
<b>Total Final and All-Inclusive Price Quotation</b>			

**TABLE 2: Offer to Comply with Other Conditions and Related Requirements**

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
All provisions of Annex 1 Technical Specifications and Other Requirements			
Delivery Lead Time			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Warranty conditions			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			

We hereby declare that our firm, its affiliates or subsidiaries or employees are not included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

Following documents are submitted with our quotation;

Latest Business Registration Certificate ;

<sup>3</sup> This serves as a guide to the Supplier in preparing the quotation and price schedule.

<sup>4</sup> *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

- Manufacturer's Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer);
- Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
- Signed copy of Annex 1 Technical Specifications and Other Requirements
- Statements of Satisfactory Performance / Work Completion Certificates for the previous experience
- Manufacturer's detailed brochure including detailed technical specifications (technical data sheet) of the proposed make/model of the minibus, link to the website of the make/model is also acceptable

*[Name and Signature of the Supplier's Authorized Person]*  
*[Designation]*  
*[Date]*

<i>Legal name of the firm</i>	
<i>Legal address</i>	
<i>Supplier's Authorized Person</i>	<i>Name and Title:</i> <i>Telephone numbers:</i> <i>Email:</i>
<i>Contact person that UNDP may contact for requests for clarifications during evaluation</i>	<i>Name and Title:</i> <i>Telephone numbers:</i> <i>Email:</i>



## 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

**2.4** foreseen under this Contract, in accordance with the highest industry and professional standards.

**2.5** 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) day's 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 unfabricated 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.