



# **INVITATION TO BID**

**Procurement of Municipal Service Vehicles**  
**“Effective Urban Waste Management” and “Mitigating the Impact of**  
**Syrian Crisis on Southeast Anatolia Region” Projects**  
**TURKEY**



**United Nations Development Programme**

September, 2015

## **Section 1. Letter of Invitation**

Ankara  
September 2, 2015

Procurement of Municipal Service Vehicles within the scope of “Effective Urban Waste Management”  
and “Mitigating the Impact of Syrian Crisis on Southeast Anatolia Region” Projects

Dear Mr./Ms.

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

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security
- Section 9 – Form for Performance Security
- Section 10 – UNDP General Terms and Conditions of Contract for Goods

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

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

United Nations Development Programme  
Birlik Mah. Katar Cad. No: 11, Çankaya, Ankara, Turkey  
Attention: Sertaç Turhal

The letter should be received by UNDP no later than 12.00 hours local time 11 September 2015, Friday. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

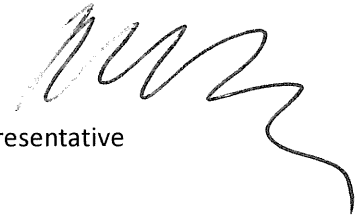
If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

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

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

Yours sincerely,

Matilda Dimovska  
Deputy Resident Representative  
UNDP

A handwritten signature in black ink, appearing to be 'MD', with a long, sweeping underline that extends to the right.

## Section 2: Instruction to Bidders<sup>1</sup>

### Definitions

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

---

<sup>1</sup> Note: this Section 2 - Instructions to Bidders shall not be modified in any way. Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencycdocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf](http://www.undp.org/about/transparencycdocs/UNDP%20Anti%20Fraud%20Policy%20English%20FINAL%20june%202011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

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

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

## **B. CONTENTS OF BID**

### **9. Sections of Bid**

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

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form

- in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

#### **10. Clarification of Bid**

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

#### **11. Amendment of Bid**

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

### **C. PREPARATION OF BID**

#### **12. Cost**

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

#### **13. Language**

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

conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

#### 14. Bid Submission Form

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

#### 15. Technical Bid Format and Content

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

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

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be



- rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

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

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

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

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

## 16. Price Schedule

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

## 17. Currencies

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

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

## **18. Documents Establishing the Eligibility and Qualifications of the Bidder**

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

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

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

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

## **19. Joint Venture, Consortium or Association**

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

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

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

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

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

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

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

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

## **20. Alternative Bid**

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

## **21. Validity Period**

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

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

## 22. Bidder's Conference

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

## D. SUBMISSION AND OPENING OF BID

### 23. Submission

- 23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

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

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

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as

specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

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

#### **24. Deadline for Submission of Bid and Late Bids**

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

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

#### **25. Withdrawal, Substitution, and Modification of Bid**

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

#### **26. Bid Opening**

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

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

## **27. Confidentiality**

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

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

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

## **E. EVALUATION OF BID**

### **28. Preliminary Examination of Bid**

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

### **29. Evaluation of Bid**

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

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

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to

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

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Bid**

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

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

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

### **31. Responsiveness of Bid**

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

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

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

### **32. Nonconformities, Repairable Errors and Omissions**

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or

omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

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

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

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

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

## **F. AWARD OF CONTRACT**

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

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **34. Award Criteria**



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

### **35. Right to Vary Requirements at the Time of Award**

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

### **36. Contract Signature**

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

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

### **37. Performance Security**

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

### **38. Bank Guarantee for Advanced Payment**

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

### **39. Vendor Protest**

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

## Instructions to Bidders

### DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Effective Urban Waste Management and "Mitigating the Impact of Syrian Crisis on Southeast Anatolia Region Projects
2		Title of Goods/Services/Work Required:	Procurement of Municipal Service Vehicles
3		Country:	Turkey
4a		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	<p>All criteria listed herein collectively serve as a non-discretionary "Pass/Fail" qualifying criterion that needs to be fully met by the bidders. <u>Failure to meet any one the criteria below constitutes a basis for disqualification of the bidder for further evaluation.</u></p> <ul style="list-style-type: none"> <li>• Trade/Business registry certificates or trade registry gazette(s) that demonstrate the year of establishment as well as the most recent information on the shareholders and articles of association, demonstrating that <b>the bidder has at least 3 years of experience.</b></li> <li>• Audited financial statements for the last three full years (2014, 2013 and 2012), as submitted to the competent tax authority, demonstrating that the bidder's annual <b>average turnover for the last 3 years is not less than the total offered price</b>, (Section6: Form 6.1 and Financial Statements)</li> <li>• Similar Experience Form (SEF), as provided in Section 6 (Form 6.3), demonstrating bidder's experience in undertakings of similar nature and scope. A bidder shall demonstrate that it has successfully completed within last 3 years similar contracts is not less than <b>the total</b></li> </ul>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p><b>offered price.</b></p> <ul style="list-style-type: none"> <li>• Production Capacity Form (PCF), as provided in Section 6 (Form 6.4), demonstrating bidder's capacity to deliver the vehicles within the delivery time. The bidders' <b>annual assembly and/or production capacity should be at least 200% of the number of vehicles for which it offers a price.</b></li> <li>• Bidder shall not be banned or restricted to bid for public tenders</li> <li>• Bidder's proposed delivery schedule is not later than the required latest delivery date.</li> <li>• Bidder shall have service (including training, aftersales services etc.) capacity in Turkey.</li> </ul>
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Allowed <i>Bidders may quote prices for all or some of the lots listed in the Price Schedule Form. However, the Bidders shall quote prices for all of the items of the lot(s), for which they submit bids.</i>
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Not applicable.
8	C.21.1	Period of Bid Validity commencing on the submission date	60 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Required <u>Amount:</u> minimum 2% of the bid price <u>Form:</u> Form for Bid Security (Section 8)
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template)
11	B.9.5 C.15.4 a)	Validity of Bid Security	90 days from the last day of Bid submission.  Bid Security of unsuccessful Bidders shall be

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<p>Liquidated damages will be imposed under the following conditions:</p> <p><u>If the contract is awarded to the lowest price offer:</u></p> <ul style="list-style-type: none"> <li>• For each day of delay in delivery 0.5% of contract price will be deducted from the final payment.</li> </ul> <p><u>If the Contract is not awarded to the lowest price offer, due to early delivery date (as explained in DS #25):</u></p> <ul style="list-style-type: none"> <li>• For each day of delay in delivery 1% of contract price will be deducted from the final payment,</li> </ul> <p><b>Next course of action:</b> If the delivery of vehicles exceeds 20 days UNDP may consider termination of contract."</p>
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount :10% of the total contract amount Form: Bank Guarantee (see Section 9)
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Sertaç Turhal  Address: Birlik Mah. Katar.Cad. No:11 06610, Cankaya/Ankara,  Fax No. :+90 312 496 1465  E-mail address dedicated for this purpose: sertac.turhal@undp.org</p> <p><i>This contact person and address is officially designated by UNDP. If inquiries are sent to other person(s) or address(es), even if they are UNDP</i></p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<i>staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Posting on the websites www.undp.org www.ungm.org www.devbusiness.com www.un.org.tr www.tr.undp.org
19	D.23.3	No. of copies of Bid that must be submitted	Original: 1 Copies : 1  Also 1 copy of the finalized (i.e. signed, initialled and stamped, as applicable) copy of the bid on a DVD in PDF format.
20	D.23.1 b) D.23.2 D.24	Bid submission address	<u>REF: UNDP-TUR-ITB-PROJ(SR)-2015/01</u>  UN House, Birlik Mah.KatarCad. No:11 06610, Cankaya/Ankara
21	C.21.1 D.24	Deadline for Physical Delivery of the Bid to UN House in Ankara	Date and Time : September 17, 2015 4:00 PM
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable (electronic submissions are not allowed)
24	D.23.1 c)	Date, time and venue for public opening of Bid	Date and Time: N/A
25		Evaluation method to be used in selecting the most responsive Bid	<ul style="list-style-type: none"> <li>• Non-Discretionary “Pass/Fail” Qualifying Criteria as stated in Data Sheet Item No:4; and</li> <li>• Lowest price* offer of technically qualified/responsive Bid</li> </ul> <p>* UNDP reserves the right not to award the</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements																																						
			<p>contract to the lowest priced offer, if another responsive offer is found to be significantly more superior in terms of delivery time and the price is higher than the lowest priced compliant offer by not more than 10%.</p> <p>As such, the term “more superior” as used in this provision shall refer only to bids that have met the requirements and offer an earlier delivery time than the latest delivery time indicated in the specifications in Section 3.a.</p> <p>In order to evaluate the superiority of bids in terms of delivery time UNDP will calculate “evaluated bid prices” using the multipliers below. Evaluated bid prices will be used only for evaluation purposes. Evaluated bid price will be calculated by multiplying bidder’s price proposal (Section 7) with the multiplier corresponding to the bidder’s delivery time, as indicated and committed in Price Schedule Form (Section 7).</p> <table><tr><th>Delivery Times</th><th>Multipliers</th></tr><tr><td>80 to 90 days</td><td>1.100</td></tr><tr><td>79 days</td><td>1.095</td></tr><tr><td>78 days</td><td>1.090</td></tr><tr><td>77 days</td><td>1.085</td></tr><tr><td>76 days</td><td>1.080</td></tr><tr><td>75 days</td><td>1.075</td></tr><tr><td>74 days</td><td>1.070</td></tr><tr><td>73 days</td><td>1.065</td></tr><tr><td>72 days</td><td>1.060</td></tr><tr><td>71 days</td><td>1.055</td></tr><tr><td>70 days</td><td>1.050</td></tr><tr><td>69 days</td><td>1.045</td></tr><tr><td>68 days</td><td>1.040</td></tr><tr><td>67 days</td><td>1.035</td></tr><tr><td>66 days</td><td>1.030</td></tr><tr><td>65 days</td><td>1.025</td></tr><tr><td>64 days</td><td>1.020</td></tr><tr><td>63 days</td><td>1.015</td></tr></table>	Delivery Times	Multipliers	80 to 90 days	1.100	79 days	1.095	78 days	1.090	77 days	1.085	76 days	1.080	75 days	1.075	74 days	1.070	73 days	1.065	72 days	1.060	71 days	1.055	70 days	1.050	69 days	1.045	68 days	1.040	67 days	1.035	66 days	1.030	65 days	1.025	64 days	1.020	63 days	1.015
Delivery Times	Multipliers																																								
80 to 90 days	1.100																																								
79 days	1.095																																								
78 days	1.090																																								
77 days	1.085																																								
76 days	1.080																																								
75 days	1.075																																								
74 days	1.070																																								
73 days	1.065																																								
72 days	1.060																																								
71 days	1.055																																								
70 days	1.050																																								
69 days	1.045																																								
68 days	1.040																																								
67 days	1.035																																								
66 days	1.030																																								
65 days	1.025																																								
64 days	1.020																																								
63 days	1.015																																								

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements						
			<table><tr><td>62 days</td><td>1.010</td></tr><tr><td>61 days</td><td>1.005</td></tr><tr><td>60 days or less</td><td>1.000</td></tr></table> <p><i>Example: This example is provided by using hypothetical figures to provide clarity.</i></p> <p><i>Bidder 1:</i> <i>Delivery time: 85 days,</i> <i>Price: \$100</i> <i>Evaluated bid price: \$100 x 1.100 = \$110</i></p> <p><i>Bidder 2:</i> <i>Delivery time: 60 days,</i> <i>Price: \$109</i> <i>Evaluated bid price: \$109 x 1.000 = \$109</i></p> <p><i>In such case, UNDP may consider awarding contract to Bidder 2 even if the price offered by Bidder 2 is higher than that of Bidder 1.</i></p>	62 days	1.010	61 days	1.005	60 days or less	1.000
62 days	1.010								
61 days	1.005								
60 days or less	1.000								
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only)	<ul style="list-style-type: none"><li>• Certificate of Registration of the business, including Articles of Incorporation, (In Turkey, this corresponds to the Trade Registry Gazette that demonstrates the year of establishment of the business, articles of association, shareholders etc. if the business has updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).</li><li>• Certificate issued by the competent tax authority demonstrating whether the bidder has any outstanding tax obligations.</li><li>• Certificate issued by the competent social security authority demonstrating whether the bidder has any outstanding social security debt at the time of submission of bid.</li><li>• Financial Statements (Income Statement and Balance Sheet) including Auditor’s Report (if any) for the past 3 full years (2014, 2013, 2012)</li></ul>						

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>as submitted to the competent tax authority</p> <ul style="list-style-type: none"> <li>Valid ISO 9001:2008 Quality Management systems certificate</li> <li>Valid ISO 14001:2004 Environmental management systems certificate</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	<ul style="list-style-type: none"> <li>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured with detailed information on bidder's local service capacity.</li> <li>All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> <li>Bank Reference Letters</li> </ul>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<ul style="list-style-type: none"> <li>Bid Submission Form (<i>Section 4</i>)</li> <li>Documents Establishing the Eligibility and Qualifications of the Bidder (<i>Use the form in Section 5 and include all mandatory attachments at the minimum</i>)</li> <li>Technical Bid Form (<i>Section 6</i>)</li> <li>Price Schedule Form (<i>Section 7</i>)</li> <li>Form for Bid Security (<i>Section 8</i>)</li> </ul>
29	C.15.2	Latest Expected date for commencement of Contract	September 30, 2015
30	C.15.2	Maximum Expected duration of contract	90 days
31		UNDP will award the contract to:	<p><b>One or more Bidders,</b></p> <p>Bidders are allowed to bid for all or some of the lots indicated in the price schedule. Each lot will be evaluated individually and hence UNDP may consider contracting more than one bidder.</p>
32	F.34	Criteria for the Award and Evaluation of Bid	<p><b><u>Award Criteria for the bidders who met the minimum qualifying criteria in DS 4:</u></b></p> <p>Non-discretionary "Pass" or "Fail" rating on the</p>



DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>contents of the Schedule of Requirements and Technical Specifications (i.e. The term “Pass” as used in this provision shall refer to the bidders’ offered specifications without any “material deviation” as defined in Section 1 of this ITB).</p> <p>Compliance on the following qualification requirements :</p> <ul style="list-style-type: none"> <li>• Appropriateness and credibility of the Implementation Timetable; as evidenced by the (timetable in Section 6 Form 6.5) and (production capacity form in Section 6 Form 6.4);</li> <li>• Acceptability of the Transportation/Delivery Schedule; as evidenced by the (timetable in Section 6 Form 6.5);</li> <li>• Presence of service capacity in Turkey; as substantiated by the bidder in Section 6 Part 1.1)</li> <li>• Guarantee on parts and services for a minimum period of 3 years</li> <li>• Warranty on parts and services for a minimum period of 10 years; (<i>i.e. the bidder warrants availability of parts for sale at least a period of 10 years</i> )</li> </ul>
33	E.29	Post qualification Actions	Not Applicable
34		Conditions for Determining Contract Effectivity	<ul style="list-style-type: none"> <li>• UNDP’s receipt of Performance Bond and</li> <li>• UNDP’s approval of delivery time of the vehicles</li> </ul>
35		Other Information Related to the ITB	<p>UNDP is exempt from Value Added Tax (VAT). On the other hand, ‘Special Consumption Tax’ (ÖTV) shall be applicable for the vehicles that are subject of this Procurement.</p> <p>Therefore the bidders shall prepare their bids with prices exclusive of KDV (VAT) and inclusive of ÖTV (Special Consumption Tax in line with the local legislation.</p> <p>It is the Bidder’s responsibility to learn from relevant authorities (Ministry of Finance) and/or to</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués and all other related legislation as well as the same for ÖTV
36		Payments	<p>Payments will be made in accordance with the schedule indicated in the price schedule.</p> <p>In case a local vendor established and operating in Turkey gets awarded by the contract for any LOT, the payment shall be effected in TL through conversion of the US\$ amount by the official UN exchange rate, valid on the date of money transfer. Otherwise, the payment shall be effected in US\$.</p>
37		Inspection and Acceptance	<ul style="list-style-type: none"> <li>An inspection and acceptance committee composed UNDP and if needed other technical expert(s) will be established.</li> <li><u>Interim inspection</u>: The successful bidder(s) will assemble one vehicle of each type as an example for interim inspection and acceptance. Interim inspection and acceptance will be realized at the assembly location(s) of the bidder(s)</li> <li><u>Final Inspection and Acceptance</u>: Final inspection and acceptance of all vehicles will be realized at the assembly location(s) of the bidder(s).</li> <li>Following the acceptance of the goods by 'Inspection and Acceptance Committee', the goods will be delivered in the addresses to be determined by the administration.</li> </ul>
38		JV / Consortium	JVs and Consortiums are <b><u>NOT</u></b> eligible to submit a bid for this procurement.

### Section 3a: Schedule of Requirements and Technical Specifications

#### LOT 1

<b>Items to be supplied</b>		<b>WASTE SEMI-TRAILER TRUCK (55) M3</b>
<b>Quantity</b>		<b>5</b>
<b>Related Services</b>		<b>As demonstrated in Section 3.b</b>
<b>Delivery Date</b>		<b>At most w/in 90 days upon signature of PO</b>
<b>Other Information</b>		<b>N/A</b>
<b>Description/Specifications of Goods</b>		
<b>1.1</b>	<b>GENERAL</b>	<ul style="list-style-type: none"> <li>• This specification involves the material and technical properties of 5 waste transfer semitrailers with capacity of at least 55 m<sup>3</sup> to be hauled by (4x2) trailer with maximum load of 18000 kg.</li> <li>• Waste transfer semitrailer is consisted of hauler chassis and parts, waste chamber (trunk), top loading cover, back dumping cover, compression and dumping curtain, diesel motor hydraulic power unit, hydraulic gear and controllers.</li> <li>• Dimensions of the waste semitrailer shall not exceed the maximum measures given in the Highways Traffic regulation. (Length maximum 13600 mm, width maximum 2550 mm, height maximum 4000 mm).</li> <li>• Brand-model, hauling platform height and king-pim measure of the hauler vehicles shall be informed after the hauler vehicle tender has been concluded.</li> </ul>
<b>1.2</b>	<b>HAULER CHASSIS AND PARTS</b>	<ul style="list-style-type: none"> <li>• Chassis handles shall be manufactured with a cross section of 15x120 mm sheet bar and combined to each other with adequate number of traverse produced of 6 mm iron sheet. Material quality shall be at least St 52.3.</li> <li>• Chassis at front side; min thickness 10 mm. , from material of St 52.3, 5<sup>th</sup> tire plate and DIN 74083 standards from quality steel of 42 CrMo4, tow part is suitable for tow plate which contains king-pim .</li> <li>• Chassis at back side; heavy duty type contains 3 axle group, Front axle shaft shall have at least bearing capacity of 7000 kg, shall be single tire and can be lifted, 2 back axle shafts shall have at least a carriage capacity of 13000 kg and shall have double tires.</li> <li>• Brake system to be used in the axel shaft group shall be heavy-duty type compliant to SAE Norms, with double lines (service and emergency), automatic servo distributor, minimum 30" spring break chamber, full dry air operated, automatic abrasion adjusted, drum-type or disc, brake linings to be used shall be in line with TSE norm without asbestos.</li> <li>• Axel shaft group suspension system shall have a capacity which shall bear more than 50% of the load foreseen and shall be heavy-duty type, spring or bellows.</li> <li>• The axel shaft group shall have 10 tires shall have a capacity and</li> </ul>

		<p>dimension which shall bear 50% of the load foreseen. It shall have heavy-duty type rims and radial tubeless tires and 1 complete spare tire (with rim and tire) shall be provided.</p> <ul style="list-style-type: none"> <li>On the front there shall be 2 large shoe lack lift parking pillars operating in parallel and with mechanic controller and shall have 24 tons dynamic and 60 tons static load capacity.</li> </ul>
<b>1.3</b>	<b>WASTE CHAMBER (TRUNK)</b>	<ul style="list-style-type: none"> <li>Waste chamber trunk shall be produced of iron sheet with the floor 6mm , lateral walls 4mm and the roof 3mm thickness, there shall not be any patches longitudinal-wise and resistance of the lateral iron sheets shall be increased with corrugated pressures.</li> <li>Trunk shall be consolidated with frame profiles of press brake U material with at least 4mm decent cross-section and when the profile axis is longitudinally considered frame profile gaps shall not be more than 750 mm. In the front region of the trunk where compressing and dumping curtain exists these gaps can be up to 1500 mm.</li> <li>In order to increase the resistance of the chassis and the floor iron sheet, lower parts of the frame profiles on the floor and which are also used as traverse shall be placed into the chassis built in.</li> <li>For collection of water from waste there shall be a waste water chamber with a capacity of at least 400 lt. with ball valve under the trunk floor iron sheet. Collected trash water shall be discharged at the landfill and the chamber shall be able to be cleaned with pressurized water.</li> <li>In the front trunk there shall be electrical and air combination couplings with maintenance lid and to climb the roof there shall be a trestle ladder. In case the maintenance lid or the ladder is open the system shall not operate.</li> <li>Into the truck, in the middle of the floor, iron sheet dumping curtain rail shall be placed.</li> <li>On top of the laterals of the trunk a sign of the institution shall be formed, for the tires plastic or press brake mudguards shall be made.</li> <li>All metal sheet used in production of the trunk shall be at least a quality of St 52.3.</li> </ul>
<b>1.4</b>	<b>TOP LOADING LID</b>	<ul style="list-style-type: none"> <li>In front of the trunk roof there shall be an intake for waste loading with dimension of at least 2200x 2250 mm and a sliding lid.</li> <li>Sliding lid shall be produced of St 52.3 quality metal sheet with 3 mm thickness and shall move in the slides in the trunk roof and shall be borne with caster mid shoes.</li> <li>The sliding lid shall be able to be opened front and back with 2 hydraulic double acting cylinders placed by the lids</li> </ul>
<b>1.5</b>	<b>BACK DUMPING LID</b>	<ul style="list-style-type: none"> <li>Back dumping lid shall be with automatic locking, it will be joined to top back corners of the trunk with the support of slot</li> </ul>

		<p>flanges. With both of hydraulic cylinders on the sides first lid top joint flanges slide upwards with linear movement parallel to the slot axis and the lid shall be freed of lid lock guides and later it shall open at least 90° upwards.</p> <ul style="list-style-type: none"> <li>• In order to ensure impermeability between the lid and the trunk there shall be a rubber gasket which can be replaced easily and resistant against acids. The gasket shall be one piece and it shall rise up to the level of lid lifting cylinders.</li> <li>• In order for the lid to press the gasket well the lock guides and the slot axis shall not be parallel to the closing surface, when they slide down in slot axis they shall be at a certain angle in a way that the gap between the lid and the trunk shall decrease.</li> <li>• The entire metal sheet used in production of the back dumping lid shall be at least 4 mm. thick and quality of St. 52.3 and there shall be safety aligning device used during the maintenance.</li> </ul>
<b>1.6</b>	<b>COMPRESSION AND DUMPING CURTAIN</b>	<ul style="list-style-type: none"> <li>• Compression and dumping curtain shall be on the trunk floor which can move from the front most to backmost.</li> <li>• Curtain movement shall be ensured with double acting hydraulic cylinder. The hydraulic cylinder shall have at least 160 mm internal diameter, 10 mm. wall thickness and 2500 mm. stroke length.</li> <li>• In the position of loading the curtain shall be in the front of the trunk, it shall push the trash filled from the inlet towards the back of the trunk with cylinder power and automatically shall return to the first starting position.</li> <li>• In each waste loading the same movement shall be repeated, in each repetition of the movement the waste shall be compressed more between the back lid and the curtain and total maximum loading time shall be 30 minutes</li> <li>• And in the position of dumping first the back dumping lid shall be opened then the curtain shall push the waste back as much as the stroke of the hydraulic cylinder then the hydraulic piston lock in the cylinder back abutment shall be opened and while the cylinder is closed it shall pull the abutment to itself and take it to the second locking point. After the abutment is locked hydraulic cylinder shall push the curtain back again.</li> <li>• In this way with sequential movement repetition the curtain shall reach the back end and dump the trash and the time for dumping shall be maximum 15 minutes.</li> <li>• Hydraulic system and automation shall be assembled on the curtain and in order for internal trunk to be swept during dumping, scraping parts shall be available on the sides, below on over of the curtain.</li> </ul>
<b>1.7</b>	<b>HYDROLIC GEAR</b>	<ul style="list-style-type: none"> <li>• Hydraulic gear shall be consisted of oil tank, hydraulic pump, 2 top loading lid cylinders, 2 back dumping lid cylinders, 1 compression and dumping curtain cylinder, 1 curtain sequencing lock cylinder, suction and pressure pipe and hoses and electro</li> </ul>

		<p>hydraulic valves.</p> <ul style="list-style-type: none"> <li>• All movements of the system shall be realized with hydraulic power and hydraulic power shall be provided by hydraulic pump and it shall be stimulated with diesel motor.</li> <li>• Diesel motor shall be with at least 60 hp power and it shall have air cooling. It shall have an accumulator and a starter and it shall be installed in an appropriate place on the side skirts of the chassis with its own vibration chocks as not to conduct any vibration to the chassis and it shall be protected against external factors.</li> <li>• In case of breakdown of the diesel motor in order for the operation left half-finished to be accomplished there shall be another hydraulic power unit fed from 220 Volt AC electrical system and along with this at least 50 m long a roller extension cable shall be provided.</li> <li>• All hydraulic pistons used in the system shall be double acting. There shall be hydraulic lock valve against hose explosions in the back lid lifting pistons. Hydraulic cylinder trucks shall be produced in DIN 2391C Norm, seamless cold drawn of St 52 quality pipe. Internal surfaces shall be honed and polished, internal surface smoothness shall be 0,4 micron and internal diameter tolerance shall be in ISO H8 norm.</li> <li>• All pipes used in the hydraulic fittings shall be in DIN 2391C Norm, seamless, cold drawn, St 35.4 quality, normalized and bonderized and inside and outside are coated with phosphate. In junctions of the pipes EO type imported ferrule fittings shall be used.</li> <li>• Hydraulic hoses shall be able to operate between temperature of -40/+120 °C and shall be resistant to hydraulic oil and internal and external factors. Pressure hoses shall be produced of SAE 100R2 standard nitrile rubber and consolidated with double steel wire mesh, suction hoses shall be SAE100R Standard consolidated with spiral steel wire. On external surface of the hydraulic hoses curtaining protection (spiral gasket, etc.) shall be made against external factors and instant hose explosions</li> <li>• In the hydraulic system all the equipment under pressure shall have a capacity resistant to pressure by 4 times more than the load they bear.</li> <li>• Hydraulic tank volume shall have at least 200 lt capacity. On the tank there shall be thermometer oil level indicator, air supplied storage lid, 125 µ suction and 25 µ revolving filters with evacuation plug under the tank.</li> <li>• There shall be Grease nipple in all joints of the system.</li> </ul>
1.8	<b>ELECTRICAL GEAR AND CONTROLLERS</b>	<ul style="list-style-type: none"> <li>• Electrical fittings to be used shall be in line with EN 60204-1 Standard, TSEK certified flexible cables shall be used, cables shall be laid through the tubes, full electricity installation shall be made with proper joint brackets as to not contact with metal</li> </ul>

		<p>surfaces. There shall be fuse and relay boxes for the electrical equipment and they shall be in line with EN 60529 IP 65 protection class.</p> <ul style="list-style-type: none"> <li>• In the front there shall be 7 pin plug and lighting of the semi-trailer shall be provided from electricity system of the hauler vehicle.</li> <li>• In line with the Highways Traffic Regulation there shall be parking-blinker-brake-fog and plate lights with 3 lateral lights on both sides and 2 orange lateral reflectors.</li> <li>• On both sides and at the back of the semi-trailer pursuant to the provisions of TSE ECE R-104 (2002) there shall be reflective tapes and signs.</li> <li>• Besides when the system is operated there shall be buzzer, yellow or orange swivel lamp and there shall be a spotlight illuminating the back working field for the works at night.</li> <li>• The system shall be operated remotely with cable type electrical controller and against possible breakdowns in the remote control unit the system shall also be able to be operated manually.</li> <li>• Manual and remote controls shall be suitable for using with gloves, buttons pressed shall have a diameter of at least 20 mm., signs on the controls shall be easily seen size and colors and there shall be also an emergency button.</li> </ul>
<b>1.9</b>	<b>PAINT-WRITING AND EMBLEMS</b>	<ul style="list-style-type: none"> <li>• All of the equipment shall be cleaned by sanding and using necessary chemicals prior to painting, after the surface leveling is made with paste, on at least 40 µ epoxy lining external surfaces shall be painted in the same color with the hauler cabin. Lower surfaces and in case they are metal the mudguards shall be painted in the same color with the chassis and internal surfaces shall be painted with epoxy last layer paint. And the last layer paint thickness shall be at least 40 µ.</li> <li>• Compulsory signs and warnings with function labels shall be in easily recognized size and color and they shall be made permanent as not to be erased and fall off.</li> <li>• There shall be the writings and emblems of the beneficiary institution on the sign board on the trash chamber.</li> <li>• On the waste transfer semi-trailer there shall be writings and emblems identified by the UNDP properties of the material, place and size shall be determined during the controls.</li> </ul>
<b>1.10</b>	<b>ACCESORY AND TOOL BOX</b>	<ul style="list-style-type: none"> <li>• In the lower chassis lower skirts there shall be a place for securing 2 spare tires (for the hauler and the semi-trailer), a place for securing 2 fire extinguishers, 1 plastic or metal locker for the equipment, 1 at least 25 lt water barrel with faucet for hand wash.</li> <li>• For semi-trailer tires plastic or metal mudguards shall be made and rubber spray-suppression shall be installed.</li> <li>• There shall be bicycle barriers on lateral bottom skirts of the</li> </ul>

		<p>semi-trailer.</p> <ul style="list-style-type: none"> <li>For each semi-trailer one 6 kg. ABC type KKT fire extinguisher, one complete spare tire (for the semi-trailer), one cabled remote control unit, one 50 m long roller extension cable (for electrical hydraulic power unit), one tire lever and coach wrench and other necessary wrenches and Grease pump shall be provided.</li> <li>Along with the diesel motor stimulating the hydraulic pump Standard tool boxes shall be given</li> </ul>
<b>1.11</b>	<b>CERTIFICATE AND DOCUMENTS TO BE GIVEN</b>	<ul style="list-style-type: none"> <li>Along with the trash semi-trailers; retrofitting project and accounts or serial production certificate approved for traffic registry, operation and maintenance manual and warranty certificate shall be provided.</li> <li>The first examination required for traffic registry shall be made with the hauler by the company and the document shall be given to the beneficiary institution during delivery. In case the serial production certificate is given this document is not required.</li> </ul>
<b>1.12</b>	<b>TRAINING</b>	<ul style="list-style-type: none"> <li>On delivery free training shall be given in the factory field to the people who will be appointed for the use of the trash transfer semi-trailers and their equipment. Taking into consideration that there might be a replacement in the users a training CD shall be prepared and for each semi-trailer 2 CDs shall be provided.</li> </ul>
<b>1.13</b>	<b>WARRANTY</b>	<ul style="list-style-type: none"> <li>Trash transfer semi-trailer shall be warranted for at least 3 years against improper materials and workmanship.</li> <li>Warranty Regulation shall be valid related to the warranty provisions.</li> <li>Following the warranty expiry, spare parts shall be committed to be provided in return for their price for seven years.</li> <li>Periodical maintenance intervals and fees shall be indicated in the proposal, periodical maintenances within the period of warranty shall be performed in the field of the beneficiary institution, and the first maintenance shall be free of charge except for the consumables.</li> <li>Amount of the safeguard to be determined shall be held in pledge for duration of the warranty for 3 years</li> </ul>
<b>1.14</b>	<b>CONTROL EXAMINATION AND ADMITTANCE PROCEDURES</b>	<ul style="list-style-type: none"> <li>Waste transfer semi-trailer shall be subject to interim inspection during the process of manufacturing. Semi-trailers at different stages of manufacturing shall be examined as per the technical specification and an interim inspection report shall be prepared. Incompliances indicated in the interim inspection report shall be removed and the production shall be continued.</li> <li>After the manufacturing is accomplished last control and function tests shall be executed and an examination report shall be issued. In case that the examination report is compliant the trash transfer semi-trailers will be admitted. In case of</li> </ul>



		<p>incompliance after removal of the defects and deficits indicated in the report the control shall be repeated.</p> <ul style="list-style-type: none"> <li>• The dates on which the semi-trailers in subject will be ready for interim examination and last control shall be informed 1 week in advance.</li> <li>• At least 1 authorized person from the company experienced in the use of the semi-trailer and its functions shall be ready in interim examination, last control and function tests.</li> <li>• The interim inspection, last control and function tests shall be made at the company's factory field. The equipment and expenditures that will be required for the examination and control shall be met by the company.</li> </ul>
<b>1.15</b>	<b>QUALITY AND REFERENCE DOCUMENTS</b>	<p>Participants are required to present the following;</p> <ul style="list-style-type: none"> <li>• TS EN ISO 9001 Quality Certificate of the equipment,</li> <li>• TSE Service Venue Competency certificate of the equipment,</li> <li>• After Sales Service Proficiency Certificate from the Ministry of Industry and Trade belonging to the equipment,</li> <li>• TS EN ISO 14001 Environmental Management System Certificate of the equipment,</li> <li>• CE Certificate,</li> <li>• Reference list showing that at least 15 trash transfer semi-trailers with such properties(overhead loaded and hydraulic compression)have been produced by the manufacturer</li> </ul>
<b>1.16</b>	<b>OTHER ISSUES</b>	<ul style="list-style-type: none"> <li>• Training venue and delivery place for the trash transfer semi-trailer is the factory address of the manufacturer.</li> <li>• The haulers which will haul these semi-trailers shall also be transferred to the same address and the trash semi-trailer shall be received and kept by its manufacturer.</li> <li>• The haulers shall be received with an official report along with the set of tool box and gears to be informed and the fuel and carbamide tank being full by at least ½.</li> <li>• Authorities of the beneficiary institution shall receive 5 trash semi-trailers and their haulers at this address and they shall transfer them to their working fields by their own means.</li> <li>• During the delivery to the beneficiary institution the haulers shall be delivered with the set of tool box and gears received and the fuel and carbamide tank being full by at least ½.</li> <li>• Fuel tank of the diesel motor stimulating the hydraulic power unit and hydraulic system oil tanks shall be delivered full.</li> <li>• After the tender has resulted, in case the fund allocated is sufficient, on the condition that the same price and conditions are valid number of the trash transfer semi-trailer can be increased by 1 or 2.</li> </ul>

Items to be supplied		4x2 TRUCK TRAILER
Quantity		5
Related Services		As demonstrated in Section 3.b
Delivery Date		At most w/in 90 days upon signature of PO
Other Information		N/A
Description/Specifications of Goods		
2.1	GENERAL	<ul style="list-style-type: none"> <li>These terms of reference involves hardware and technical specifications of 5 trailer haulers of type (4x2) to be purchased with maximum weight of 18000 kg and 40000 kg. Maximum rolling stock weight.</li> <li>Specifications included in the terms of reference are consisted of motor-transmission-suspension-axle shafts-cabin specifications and various assisting hardware</li> <li>The haulers to be proposed shall be model 2015. <b>If available</b>, 2014 model price shall also be in the proposal.</li> <li>The haulers to be proposed shall have automatic transmission <b>if available</b>, option of manual transmission price shall also be included in the proposal.</li> <li>The haulers to be proposed shall have a property of 4x2 traction. <b>If available</b>, hydraulic haulage system shall be installed on the front axle shafts which will provide an option to use it with 4x4 traction property and price of this option shall also be included in the proposal</li> <li>Evaluation of proposals shall be made according to 2015 model, automatic transmission and 4x2 traction property. Alternative proposals of model, transmission and traction system of the company awarded the bid shall be assessed following the bid procedure and the hauler to be ordered with such specifications may be preferred.</li> <li>Haulers to be proposed shall be with North American and European Union origin or manufactured in Turkey.</li> <li>With the trailer haulers mentioned trash trailer haulers shall be hauled.</li> </ul>
2.2	MOTOR	<ul style="list-style-type: none"> <li>It shall be sequential 6 cylinder with volume of minimum 10000 cm<sup>3</sup>- maximum 13000 cm<sup>3</sup> and water cooled diesel motor.</li> <li>Air supply system shall be a dry element type air filter and shall be turbo-intercooler.</li> <li>Fuel supply system shall be a type with common-rail or unit pump injector.</li> <li>Motor power shall be minimum 400 HP and shall achieve power at maximum 2100 speed/minute.</li> <li>Torque shall be at least 1900 Nm and this value shall be achieved at maximum 1100 speed /minute.</li> <li>Exhaust emission level shall be at least Euro-5.</li> <li>In cooling gear there shall be antifreeze mixture set to at least -25 °C.</li> </ul>
2.3	CONSIGNMENT AND TRANSFER	<ul style="list-style-type: none"> <li>Clutch shall be at least 430 mm. with single dry disc and service assisted.</li> <li>Transmission shall be automatic with at least 12 forward and 2 back speed gear. In the proposal <b>if available</b> there shall be a price option</li> </ul>

		<p>for the manual transmission hauler with 16 forward and 2 back speed gear.</p> <ul style="list-style-type: none"> <li>Differential shall be lockable.</li> <li>Steering shall be on the left, angular and height adjusted and hydraulic assisted.</li> </ul>
2.4	<b>BRAKING SYSTEM</b>	<ul style="list-style-type: none"> <li>Compressed air system shall be full dry air and with heater.</li> <li>Service brake shall be double cycle and supported with EBS (Electronic control) or ESP (Electronic stability), ABS (Anti-lock Braking System) and ASR (Ant-skidding system).</li> <li>There shall be retarder or intarder and motor brake.</li> <li>Parking brake shall be air operated and shall be influencing the back tires.</li> </ul>
2.5	<b>TIRE AND SUSPENSION</b>	<ul style="list-style-type: none"> <li>Front axle shaft shall have 2 and back axle shaft shall have 4 rubber tires, and 1 rubber complete spare tire with the same dimension shall be provided.</li> <li>Tires shall be with the following dimensions; 295/80 R 22,5 or 315/80 R 22,5 or 315/70 R 22,5, air driven, tubeless and radial.</li> <li>Front axial shaft shall be parabolic spring, rare axial shaft shall have air bellow and there shall be front and rare cornering bar and front and rare shock absorber.</li> </ul>
2.6	<b>ELECTRICAL SYSYTEM AND EXTERNAL LIGHTING</b>	<ul style="list-style-type: none"> <li>Electrical system of the vehicle shall be 24 Volt DC, there shall be an accumulator with at least a capacity of 2x 12 Volt 180 Ampere/hour and the capacity of the alternator shall be at least 28 Volt 80 ampere.</li> <li>The lighting in front and rare shall be in line with Highway Traffic Regulations. (In front there shall be parking and blinker lights, short and long beam headlights, side marker lights and in the back there shall be parking, blinker, fog lamp and plate lights, etc.)</li> </ul>
2.7	<b>WEIGHT AND CAPACITIES</b>	<ul style="list-style-type: none"> <li>As regards the technical values the front axle capacity shall be at least 7000 kg., back axle capacity at least 11500 kg., maximum weight of the hauler loaded 18000 kg., and the weight of the rolling stock shall be at least 40000 kg.</li> <li>Empty hauler weight shall be 7750 kg. and there shall be a legal transportation capacity of 10500 kg.</li> <li>Maximum speed of the hauler shall be at least 90 km/hour, maximum climbing capacity shall be at least 50%.</li> <li>Fuel tank shall be at least 600 lt. and the carbamide tank shall have a capacity of at least 55 lt.</li> </ul>
2.8	<b>DIMENSIONS</b>	<ul style="list-style-type: none"> <li>Length of the hauler shall be maximum 6100 mm, width maximum 2555 mm and the height without air baffle installed on the top shall be maximum 3700 mm.</li> <li>Weight of the axle shaft shall be minimum 3500 mm. and maximum 3700 mm. and the height of the traction platform and the appropriate traction pin (king-pim) for the proposed hauler shall be indicated in the proposal.</li> </ul>
2.9	<b>DRIVER'S CABIN</b>	<ul style="list-style-type: none"> <li>The hauler shall be forward cab type with tilting cab and the roof top shall have an air baffle.</li> <li>The cabin shall have air suspension, double doors with remote control</li> </ul>

		<p>central lock, roof air conditioning cover with electrical control, 1+1 seated, high roof, double bed and the door windows shall be with electrical control.</p> <ul style="list-style-type: none"> <li>• Driver's seat shall have air suspension, be adjustable to the front, back and up and in the backrest, there shall be headings and seat belts fixed at 3 points for the driver's and passengers' seats</li> <li>• There shall be a heater with at least 4 level fan speed and steerable outlet (heating with motor water), air conditioner and additional air driven type cabin heater.</li> <li>• There shall be external right and left electrical rear view mirrors, pavement and field of vision mirrors.</li> <li>• There shall be electrical windshield cleaning system and wipers and the wipers shall be with 3 level speed one of them being the stand-by.</li> <li>• Dashboard shall be digital or analog. It shall have minimum the km indicator and counter, motor speed indicator, and indicator or warning lights related to motor lubrication, temperature and alternator charge.</li> <li>• There shall be digital tachograph, speed and cruise control, and immobilizer.</li> <li>• There shall be radio/CD/MP3 player (it may have different functions), horn, interior lights and lights for the steps and other gears provided in the standard.</li> <li>• There shall be tool box and divisions and lockers, etc. for personal belongings in and outside of the cabin.</li> </ul>
2.10	<b>PAINT-WRITING AND EMBLEMS</b>	<ul style="list-style-type: none"> <li>• Color of the cabin shall be white as the standard of the company, chassis and other equipment shall be in the color of the company standard.</li> <li>• There shall be writings and emblems requested by the beneficiary and the UNDP on the front and lateral sides, properties of the material, place and size shall be determined during the controls.</li> </ul>
2.11	<b>TRAINING</b>	<ul style="list-style-type: none"> <li>• In the case that the vehicles are found to be appropriate following the examination to be made in our company's field a free training shall be given in your field to the people who will be appointed for the use of the trailer haulers and their equipment</li> <li>• Taking into consideration that there might be a replacement in the users a training CD shall be prepared and for each trailer hauler 2 CDs shall be provided.</li> </ul>
2.12	<b>DOCUMENTS AND TOOL BOX TO BE PROVIDED</b>	<ul style="list-style-type: none"> <li>• Compliance of certificate, warranty certificate, operating and maintenance manual and warranty certificates of various gears and operation guides shall be provided along with the vehicles (Radio/CD/MP3 player, air conditioner, additional cabin heater, digital tachograph, etc.)</li> <li>• According to the specifications in the Highways Traffic Regulation obligatory equipment and tool boxes, tire inflation hose and other tool boxes as standard of the company shall be provided with the vehicles. Toolkits which are held mandatory by the Turkish Highway</li> </ul>

		<p>Dept. regulations will not be required again if they are already included in the standard toolkit package of the company.</p> <ul style="list-style-type: none"> <li>• Equipment and tool boxes in line with Highways Traffic Regulation to be provided along with the vehicles are indicated in item 16.6 at the end of the terms of reference.</li> </ul>
2.13	<b>WARRANTY</b>	<ul style="list-style-type: none"> <li>• Trailer haulers shall be warranted for 3 years against improper materials and workmanship.</li> <li>• Warranty Regulation shall be valid related to the warranty provisions.</li> <li>• Following the warranty expiry, spare parts shall be committed to be provided in return for their price for seven years.</li> <li>• Periodical maintenance intervals and fees shall be indicated in the proposal, periodical maintenances within the period of warranty shall be performed in the field of the beneficiary institution, and the first maintenance shall be free of charge except for the consumables.</li> <li>• Amount of the safeguard to be determined shall be held in pledge for duration of the warranty for 3 years.</li> </ul>
2.14	<b>CONTROL EXAMINATION AND ADMITTANCE PROCEDURES</b>	<ul style="list-style-type: none"> <li>• Examination and function tests of the trailer haulers shall be made in your company's park field and an examination report shall be issued. In case of incompliance, after the defects and deficiencies indicated in the report the control shall be repeated.</li> <li>• Haulers found to be compliant following the control or made to be compliant after the removal of the defects and deficits shall be transferred to the address given by your company following the users' training.</li> <li>• After the vehicles are transferred to the given address last controls shall be made and admittance report shall be prepared. In case of an incompliance that shall occur due to a situation or deficiency during the transfer after the defects and deficiencies are eliminated the control shall be repeated.</li> <li>• The dates on which the haulers in subject will be ready for examination and last control shall be informed 1 week in advance.</li> <li>• At least 1 authorized person from the company experienced in the use and functions of the haulers shall be ready in examination and last controls.</li> </ul> <p>The equipment and expenditures that will be required for the examination and the control shall be met by the company.</p>
2.15	<b>DOCUMENT</b>	<ul style="list-style-type: none"> <li>• Participants are required to present the following documents related to the hauler they would be proposing along with the other documents to be requested within the tender process,</li> <li>• Detailed brochure or catalogue, (Turkish or English)</li> <li>• Authorized Vendor Certificate</li> <li>• List of Authorized Services (With address and telephone numbers)</li> </ul> <p>Sales reference list.</p>
2.16	<b>OTHER ISSUES</b>	<ul style="list-style-type: none"> <li>• Training venue for the trailer haulers is your company field. The training shall be given before the trailers are transferred to the place</li> </ul>

		<p>of delivery.</p> <ul style="list-style-type: none"> <li>Place of delivery of the haulers is the company field of the trash transfer semi-trailer manufacturer. Manufacturer of the trash semi-trailer shall be determined as a result of the tender to be made and the address of the successful tenderer shall be informed to you as the delivery address of the haulers.</li> <li>Authorities of the beneficiary institution shall collect the haulers from this address and shall transfer them to their region with their own possibilities.</li> <li>When the trailer haulers in subject are delivered fuel and carbamide tank shall be full by at least ½.</li> <li>After the tender has resulted, in case the fund allocated is sufficient, on the condition that the same price and conditions are valid number of the trailer haulers can be increased by 1 or 2.</li> <li>Related to the haulers proposed all articles of the terms of reference shall be answered in detail.</li> <li><b><u>With the vehicles company standard tool boxes and the following tool boxes and gears in line with Highways Traffic Regulation shall be provided. Tire inflation hose shall also be included into these tool boxes.</u></b></li> <li>1 Pcs Tachograph (Installed in the vehicle and compliant to the regulation and specification prepared by the Ministry of Science, Industry and Technology)</li> <li>2 Pcs Back Guideboards ( Compliant to ECE R 70)</li> <li>1Pcs Fire Extinguisher (Total filling capacity 6 kg. KKT ABC Type)</li> <li>1 Pcs Hydraulic Car Lifter and Handle (With minimum 15 tons capacity.)</li> <li>1 Pcs Tire Lever and Handle</li> <li>1 Set Bulb(For external light gear)</li> <li>1 Pcs Lagged Pliers</li> <li>1 Pcs Screwdriver (Flathead-Fillister head)</li> <li>1 Pcs Portable Light or Flashlight</li> <li>1 Pair Skid Chain</li> <li>1 Pcs Steel Towing Line (appropriate for the vehicle capacity)</li> <li>2 Pcs Reflector (Compliant to ECE R 27 Regulation)</li> <li>1 Pcs Avoidance Sign (Compliant to ECE 70 Regulation 150x25 cm.)</li> <li>1 Pcs Complete Spare Tire (With the same size available on the vehicle, with the rim-tire)</li> <li>2 Pcs Wheel Chocks (Compliant to the vehicle capacity)</li> <li>1 Pcs Emergency Kit (Content is given below.)</li> <li><b><u>CONTENT OF THE EMERGENCY KIT</u></b></li> <li>2 Pcs big gauzes (10 cm.x3,5 m.)</li> <li>1 Box Hydrophilic Gas Sterile (10x10 cm. 50 pcs)</li> <li>3 Pcs triangular gauzes</li> <li>1 Pcs Antiseptic solution (50 ml.)</li> <li>1 Pcs Plasters (2 cm.x5 m.)</li> </ul>
--	--	--

		<ul style="list-style-type: none"> <li>• 10 Pcs Safety Pins</li> <li>• 1 Pcs Small Scissors (Stainless)</li> <li>• 1 Pcs Esmark Bandage</li> <li>• 1 Pcs Tourniquet (minimum 50 cm. woven textile)</li> <li>• 10 Pcs Band Aids</li> <li>• 1 Pcs Aluminum Burn Cover</li> <li>• 2 Pairs Medical Gloves</li> <li>• 1 Pcs Flashlight</li> </ul>
--	--	--

**LOT 3**

<b>Items to be supplied</b>		<b>Waste Compactor</b>
<b>Quantity</b>		<b>1</b>
<b>Related Services</b>		<b>As demonstrated in Section 3.b</b>
<b>Delivery Date</b>		<b>At most w/in 90 days upon signature of PO</b>
<b>Other Information</b>		<b>N/A</b>
<b>Description/Specifications of Goods</b>		
<b>3.1</b>	<b>GENERAL</b>	<ul style="list-style-type: none"> <li>This specification includes the gears and technical properties of 1 landfill arrangement compactor to be purchased for Municipality of Kilis.</li> <li>The properties subject to the specification are consisted of motor, power transmission, cabin properties and various assisting gears.</li> <li>On the condition that the operation weight is between 21000 kg. and 32000 kg. one may make a proposal for a Waste compactor for more than one brand or type.</li> <li>The landfill compactors to be proposed shall be with North American or European Union origin.</li> </ul>
<b>3.2</b>	<b>MOTOR</b>	<ul style="list-style-type: none"> <li>Sequential 6 cylinder, with minimum 7000 cm3- maximum 9000 cm3 volume and shall be water cooling diesel motor.</li> <li>Air supply system shall be with dry element type air filter and turbo-intercooler or turbo-after cooler.</li> <li>Fuel supply system shall be common rail or electronically controlled type.</li> <li>Motor power shall be minimum 250 HP and shall achieve this power at maximum 2300 speed/minute.</li> <li>Torque shall be at least 1050 Nm and this value shall be achieved at maximum 1500 speed /minute.</li> <li>Exhaust emission level shall be at least Tier-3.</li> <li>In cooling gear there shall be antifreeze mixture set to at least -25 OC</li> </ul>
<b>3.3</b>	<b>CONSIGNMENT, TRANSFER AND BRAKES</b>	<ul style="list-style-type: none"> <li>All functions shall be function with hydraulic power.</li> <li>Rolling system shall be hydrostatic and it shall move on the front and back drums.</li> <li>Forward and backward speed shall be at least 4,5 km/hour.</li> <li>The drums shall be 1 or 2 at the front and back with the same diameter and width.</li> <li>Diameters of the drums shall be minimum 1600 mm. including compression plugs.</li> <li>Total number of compression plugs on the drums shall be at least 80.</li> <li>Guidance shall be made with articulated movement, articulated angle shall be minimum 350 and rotational radius shall be maximum 4120 mm.</li> <li>Oscillation between the front and back drum shall be at</li> </ul>



		<p>least 80.</p> <ul style="list-style-type: none"> <li>Service brake shall be hydrostatic and parking brake shall be hydromechanics.</li> </ul>
<b>3.4</b>	<b>WEIGHT MESUREMENT AND CAPACITIES</b>	<ul style="list-style-type: none"> <li>Operation weight shall be minimum 21000kg. Maximum 32000 kg.</li> <li>Total length including dozer blade shall be minimum 8250 mm., maximum 8300 mm.</li> <li>Axle shaft distance shall be minimum 3500 mm., maximum 4050 mm.</li> <li>Based on the drums compactor width shall be minimum 2875 mm., maximum 3665 mm..</li> <li>Based on cabin roof maximum height shall be 4325 mm.</li> <li>Regarding dozer blade dimensions width shall be minimum 2995 mm., maximum 3665 mm., and height shall be minimum 1750 mm., maximum 2000 mm.</li> <li>According to the ground level dozer blade movement can move at least 1170 mm. upwards and 120mm. downwards.</li> <li>Fuel tank shall be at least 375 liter.</li> </ul>
<b>3.5</b>	<b>ELECTRICAL SYSTEM AND LIGHTING</b>	<ul style="list-style-type: none"> <li>Electrical system can be 12 Volt DC or 24 Volt DC.</li> <li>For working at night there shall be front and back spotlights minimum on the cabin windshield level.</li> <li>There shall be a yellow or orange swivel lamp on the cabin roof.</li> <li></li> </ul>
<b>3.6</b>	<b>OPERATOR CABIN</b>	<ul style="list-style-type: none"> <li>Operator cabin shall have a property of ROBS/FOBS with at least one door and there shall be glass on the front back and on both sides.</li> <li>The cabin shall be completely isolated from external environment and the air outside before it is filtered shall not be let into the cabin.</li> <li>Cabin ventilation shall be with replaceable micro and active carbon filter element and forced ventilation.</li> <li>There shall be air conditioner (A/C) and cabin heater in the cabin.</li> <li>There shall be water nozzles and wipers on the front and back windshields of the cabin.</li> <li>Operator seat shall have a seat belt, be adjustable to the front, back and up and in the backrest and it shall be mechanic and with suspension. In case the seat is with mechanic suspension a weight adjustment shall be available.</li> <li>There shall be right and left rear view and inside mirrors.</li> <li>Dashboard shall be digital or analog, there shall be indicators or warning lights related to the functions.</li> </ul>

		<ul style="list-style-type: none"> <li>There shall be radio/CD/MP3 player (it may have different functions), horn and buzzer, interior lights and lights for the steps and other gears provided in the standard.</li> </ul>
<b>3.7</b>	<b>PAINT-WRITING AND EMBLEMS</b>	<ul style="list-style-type: none"> <li>Color of the Waste compactor cabin shall be yellow as the standard of the company.</li> <li>There shall be writings and emblems requested by the Municipality of Kilis and the UNDP, properties of the material, place and size shall be determined during the controls.</li> </ul>
<b>3.8</b>	<b>TRAINING</b>	<ul style="list-style-type: none"> <li>In the case that the vehicles are found to be appropriate following the examination, function tests and controls a free training shall be given to the people who will be appointed for the use of the compactor and their equipment in the landfill of Kilis Municipality.</li> <li>Taking into consideration that there might be a replacement in the users a training CD shall be prepared and 2 CDs shall be provided along with the compactor.</li> </ul>
<b>3.9</b>	<b>DOCUMENTS AND TOOL BOX TO BE PROVIDED</b>	<ul style="list-style-type: none"> <li>Warranty certificate, operating and maintenance manual and warranty certificates of various gears and operation guides shall be provided along with the Waste compactor (Radio/CD/MP3 player, air conditioner, additional cabin heater, etc.)</li> <li>For the maintenance to be done by the operator necessary company standard tool boxes shall be provided along with the compactor. Content of the tool boxes shall be indicated in the proposal.</li> <li>Apart from the tool boxes an emergency kit and ABC type KKT fire extinguisher with capacity of 6 kg. shall be provided. Content of the emergency kit shall be in line with the emergency kit list indicated in article 13.3 at the end of the technical specification.</li> <li>The first maintenance kit or 2000 hrs service kit will be provided along with the compactor and this will be indicated in the proposal.</li> </ul>
<b>3.10</b>	<b>WARRANTY</b>	<ul style="list-style-type: none"> <li>Landfill Compactor shall be warranted for at least 3 years against improper materials and workmanship.</li> <li>Warranty Regulation shall be valid related to the warranty provisions.</li> <li>Following the warranty expiry, spare parts shall be committed to be provided in return for their price for seven years.</li> <li>Periodical maintenance intervals and fees shall be indicated in the proposal, periodical maintenances within the period of warranty shall be performed in the field of the beneficiary institution, and the first</li> </ul>

		<p>maintenance shall be free of charge except for the consumables.</p> <ul style="list-style-type: none"> <li>• Amount of the safeguard to be determined shall be held in pledge for duration of the warranty for 3 years.</li> </ul>
<b>3.11</b>	<b>CONTROL EXAMINATION AND ADMITTANCE PROCEDURES</b>	<ul style="list-style-type: none"> <li>• General examination of the compactor to be made for compliance to the technical specification shall be made in the company's park field and an examination report shall be issued. As a result of compliant examination the compactor in subject shall be transferred to the address given by the Municipality of Kilis by the company. In case of incompliance, after the defects and deficiencies indicated in the report the control shall be repeated.</li> <li>• After the compactor is transferred to the given address given by the Municipality of Kilis last controls and function tests shall be made and admittance report shall be prepared. In case of an incompliance that shall occur due to a situation or deficiency during the transfer after the defects and deficiencies are eliminated the control shall be repeated.</li> <li>• The dates on which the compactor in subject will be ready for general examination and last control and function test shall be informed 1 week in advance.</li> <li>• At least 1 authorized person from the company experienced in the use of the compactor and its functions shall be ready in general examination, last control and function tests.</li> <li>• The equipment and expenditures that will be required for the examination, control and function tests shall be met by the company.</li> </ul>
<b>3.12</b>	<b>DOCUMENT</b>	<p>Participants are required to present the following documents related to the landfill compactor they would be proposing along with the other documents to be requested within the tender process,</p> <ul style="list-style-type: none"> <li>• Detailed brochure or catalogue, (Turkish or English)</li> <li>• Authorized Vendor Certificate</li> <li>• List of Authorized Services (With address and telephone numbers)</li> <li>• Sales reference list. (It may be Turkish or European sales.)</li> </ul>
<b>3.13</b>	<b>OTHER ISSUES</b>	<ul style="list-style-type: none"> <li>• Training venue and delivery place for the Waste compactor is the landfill of the Municipality of Kilis.</li> <li>• When the compactor in subject is delivered fuel tank shall be full by at least ½.</li> </ul> <p>Emergency kit that will be provided along with the compactor shall have the content in line with the <b>Emergency Kit Content</b> given below.</p>

		<p style="text-align: center;"><b>CONTENT OF THE EMERGENCY KIT</b></p> <ul style="list-style-type: none"> <li>• 2 Pcs big gauzes (10 cm.x3,5 m.)</li> <li>• 1 Pcs Esmark Bandage</li> <li>• 1 Box Hydrophilic Gas Sterile (10x10 cm. 50 pcs)</li> <li>• 1 Pcs Tourniquet (minimum 50 cm. woven textile)</li> <li>• 3 Pcs triangular gauzes</li> <li>• 10 Pcs Band Aids</li> <li>• 1 Pcs Antiseptic solution (50 ml.)</li> <li>• 1 Pcs Aluminum Burn Cover</li> <li>• 1 Pcs Plasters (2 cm.x5 m.)</li> <li>• 2 Pairs Medical Gloves</li> <li>• 10 Pcs Safety Pins</li> <li>• 1 Pcs Flashlight</li> <li>• 1 Pcs Small Scissors (Stainless)</li> </ul>
--	--	---

## Section 3b: Related Services

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

Delivery Term [INCOTERMS 2010]	<input checked="" type="checkbox"/> DDP (Delivered Duty Paid)	
Exact Address of Delivery/Installation Location	Lot 1 Waste Semi-Trailers to Gaziantep and Şanlıurfa-Turkey Lot 2 Truck Trailers to the Manufacturer of Waste Semi-Trailers-Turkey Lot 3 Waste Compactor to the Kilis Municipality Kilis-Turkey	
Mode of Transport Preferred	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
Delivery Date	90 days from signing the contract	
Customs, if needed, clearing shall be done by:	Supplier	
Ex-factory / Pre-shipment inspection	Please see Data Sheet item 37	
Inspection upon delivery	Please see Data Sheet item 37	
Scope of Training on Operation and Maintenance	<ul style="list-style-type: none"> <li>• Trainings in Contractors' factory</li> <li>• Trainings in municipalities (2 municipalities mainly in Southeast Anatolia)</li> </ul>	
Payment Terms	<ul style="list-style-type: none"> <li>• Payment: The contract amount will be paid upon UNDP's acceptance of the goods delivered as specified and receipt of invoice</li> </ul>	
Conditions for Release of Payment	<ul style="list-style-type: none"> <li>• Payment: Submission of a copy of the invoice of the manufacturer and/or distributor and Written Acceptance of Goods based on full compliance with ITB requirements</li> </ul>	
After-sale services required	<ul style="list-style-type: none"> <li>• Warranty on Parts and Labor: Minimum 10 years</li> <li>• Guarantee on Parts and Labor: Minimum 3 years</li> </ul>	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	Turkish	

## Section 4: Bid Submission Form<sup>2</sup>

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

---

Insert: Location

Insert: Date

To: Mr. Sertaç Turhal  
Birleşmiş Milletler Kalkınma Programı  
Birlik Mah. Katar. Cad. No: 11, Çankaya, Ankara, Turkey

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for Procurement of Municipal Service Vehicles Effective within the scope of Urban Waste Management Project and Mitigating the impact of Syrian crisis on Southeast Anatolia Region in accordance with your Invitation to Bid dated September 2, 2015. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 60 days.

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

---

<sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

---

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

---

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

### Bidder Information Form

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

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

ITB No.: *[insert number of bidding process]*

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

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



## Section 6: Technical Bid Form<sup>3</sup>

### ***Procurement of Emergency Response and Municipal Service Vehicles***

*"Mitigating the Impact of Syrian Crisis on Host Communities in Southeast Anatolia Region Project"*

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

#### **PART 1: EXPERTISE OF FIRM/ORGANIZATION**

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

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

##### **P.1.2. Financial Capacity:**

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

##### **Form 6.1: Financial Capacity**

	2011	2012	2013	2014 (6 months)
<b>Balance Sheet Information</b>				
Current Assets				
Total Assets				
Current Liabilities				
Total Liabilities				
<b>Income Statement</b>				
Annual Turnover (gross revenue)*				
Net income				

\* Please note that annual average turnover of the bidder for the last 3 years (2014, 2013, and 2012) shall not be less than the total price offered by the bidder. For instance, if the bidder is quoting for two lots for and its total offered price for the two lots is (as an example) 500 Turkish Lira, annual average turnover of the bidder for the

<sup>3</sup> Technical Bids not submitted in this format may be rejected.

last 3 years (2014, 2013, and 2012) shall not be less than 500 Turkish Lira.

Please obtain bank reference letters, and based on the reference letters that you will obtain from the banks, please fill out the following form. **Attach originals of the bank reference letters:**

**Form 6.2: Bank Reference Letters Form**

Name of the Bank	Available Cash	Unused		Total
		Cash Credit	Credit Letter	
Add/delete rows, when necessary				
<b>Total</b>				

**P.1.3. Track Record and Experiences:**

Provide the following information regarding corporate experience within at least the last three (3) years which are related or relevant to those required for this Contract. Relevant experience will be considered on a lot by lot basis but in general assembling on-board systems for waste compactors, fire trucks, canal jetting trucks, recovery trucks, water and fuel tankers, tanker trailers, hydraulic packer garbage trucks, cesspit emptier and garbage semi-trailer, hydraulic garbage trucks, mobile workshops, articulated platforms, tippers, tipper trailer, cement cyclo trailers, cargo body with crane,, low-bed trailer, cabling trucks, cable traction trucks, and search and rescue vehicles etc. may be considered as related and relevant experience.

**Form 6.3: Similar Experience Form**

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

Note that in order to be qualified “a bidder shall demonstrate that it has successfully completed within last 3 years similar contracts (2014, 2013 and 2012, for the purposes of this contracts completed in 2015 may also be cited) is not less than the offered price”. The parameters to be taken into account are marked with (\*) in the above table. These are: “Date of the Contract or Purchase Order\*”, “Contract Value\*” and “Type(s) of vehicles delivered”.

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

**P.2.1. Scope of Supply**

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

LOT 1	WASTE SEMI-TRAILER TRUCK (55) M3 QUANTITY: 5	REQUIRED SPECIFICATIONS	MODEL, MAKE AND YEAR (A)	OFFER MEETS THE SPECIFICATIONS (YES/NO) (B)	REMARKS* (C)
1.1	GENERAL	ITB Section 3.a LOT 1			
1.2	HAULER CHASSIS AND PARTS	ITB Section 3.a LOT 1			
1.3	TRASH CHAMBER (TRUNK)	ITB Section 3.a LOT 1			
1.4	TOP LOADING LID	ITB Section 3.a LOT 1			
1.5	BACK DUMPING LID	ITB Section 3.a LOT 1			
1.6	COMPRESSION AND DUMPING CURTAIN	ITB Section 3.a LOT 1			
1.7	HYDROLIC GEAR	ITB Section 3.a LOT 1			
1.8	ELECTRICAL GEAR AND CONTROLLERS	ITB Section 3.a LOT 1			
1.9	PAINT-WRITING AND EMBLEMS	ITB Section 3.a LOT 1			
1.10	ACCESORY AND TOOL BOX	ITB Section 3.a LOT 1			
1.11	CERTIFICATE AND DOCUMENTS TO BE GIVEN	ITB Section 3.a LOT 1			
1.12	TRAINING	ITB Section 3.a LOT 1			
1.13	WARRANTY	ITB Section 3.a LOT 1			

1.14	CONTROL EXAMINATION AND ADMITTANCE PROCEDURES	ITB Section 3.a LOT 1			
1.15	QUALITY AND REFERENCE DOCUMENTS	ITB Section 3.a LOT 1			
1.16	OTHER ISSUES	ITB Section 3.a LOT 1			

Notes:

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

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

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

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

*	OFFERED DELIVERY DATE (should not be more than 90 days)		_____ DAYS
---	--	--	------------

LOT 2	4X2 TRUCK TRAILER <u>QUANTITY: 5</u>	REQUIRED SPECIFICATIONS	MODEL, MAKE AND YEAR (A)	OFFER MEETS THE SPECIFICATIONS (YES/NO) (B)	REMARKS* (C)
2.1	GENERAL	ITB Section 3.a LOT 2			
2.2	MOTOR	ITB Section 3.a LOT 2			
2.3	CONSIGNMENT AND TRANSFER	ITB Section 3.a LOT 2			
2.4	BRAKING SYSTEM	ITB Section 3.a LOT 2			
2.5	TIRE AND SUSPENSION	ITB Section 3.a LOT 2			
2.6	ELECTRICAL SYSYTEM AND EXTERNAL LIGHTING	ITB Section 3.a LOT 2			
2.7	WEIGHT AND CAPACITIES	ITB Section 3.a LOT 2			
2.8	DIMENSIONS	ITB Section 3.a LOT 2			
2.9	DRIVER'S CABIN	ITB Section 3.a LOT 2			
2.10	PAINT-WRITING AND EMBLEMS	ITB Section 3.a LOT 2			
2.11	TRAINING	ITB Section 3.a LOT 2			
2.12	DOCUMENTS AND TOOL BOX TO BE PROVIDED	ITB Section 3.a LOT 2			
2.13	WARRANTY	ITB Section 3.a LOT 2			
2.14	CONTROL EXAMINATION AND ADMITTANCE PROCEDURES	ITB Section 3.a LOT 2			
2.15	DOCUMENT	ITB Section 3.a LOT 2			

<b>2.16</b>	<b>OTHER ISSUES</b>	ITB Section 3.a LOT 2		
-------------	---------------------	--------------------------	--	--

Notes:

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

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

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

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

*	<b>OFFERED DELIVERY DATE</b> <i>(should not be more than 90 days)</i>		_____ <b>DAYS</b>
---	--	--	-------------------

LOT 3	WASTE COMPACTOR VEHICLE <i>QUANTITY: 1</i>	REQUIRED SPECIFICATIONS	MODEL, MAKE AND YEAR (A)	OFFER MEETS THE SPECIFICATIONS (YES/NO) (B)	REMARKS* (C)
3.1	GENERAL	ITB Section 3.a LOT 3			
3.2	MOTOR	ITB Section 3.a LOT 3			
3.3	CONSIGNMENT, TRANSFER AND BRAKES	ITB Section 3.a LOT 3			
3.4	WEIGHT MESUREMENT AND CAPACITIES	ITB Section 3.a LOT 3			
3.5	ELECTRICAL SYSTEM AND LIGHTING	ITB Section 3.a LOT 3			
3.6	OPERATOR CABIN	ITB Section 3.a LOT 3			
3.7	PAINT-WRITING AND EMBLEMS	ITB Section 3.a LOT 3			
3.8	TRAINING	ITB Section 3.a LOT 3			
3.9	DOCUMENTS AND TOOL BOX TO BE PROVIDED	ITB Section 3.a LOT 3			
3.10	WARRANTY	ITB Section 3.a LOT 3			
3.11	CONTROL EXAMINATION AND ADMITTANCE PROCEDURES	ITB Section 3.a LOT 3			
3.12	DOCUMENT	ITB Section 3.a LOT 3			
3.13	OTHER ISSUES	ITB Section 3.a LOT 3			

Notes: A: Indicate model, make and year for the base vehicle, and for other items as applicable. / B: If there is no material deviation from the required specs, mark with "YES" / C: Mark with "N/A" if there is no material deviation, explain otherwise / Please note that the evaluations will be based on bidder's statement on whether the specifications of the offered vehicles with their on-board systems including but

not limited to the base vehicles and their superstructure, ancillary, supplementary and complementary parts. A material deviation may lead to disqualification.

*	<b>OFFERED DELIVERY DATE</b> <i>(should not be more than 90 days)</i>	_____ <b>DAYS</b>
---	--	-------------------



### **P.2.2. Manufacturing Capacity**

Here the bidders shall provide information on its annual manufacturing/production/assembly capacity by for the items that bidder offer. The bidders shall use the following form to provide UNDP with necessary information.

**Please note, in order to qualify the bidders' annual assembly and/or production capacity should be at least 200% of the number of vehicles for which it offers a price. For instance, if the bidder is offering semi-trailers trucks (4), the bidder's annual production capacity of semi-trailers trucks should be at least 8.**

**Form 6.4 Production Capacity Form**

Items	Quantity in the ITB	Annual Production Capacity of the Bidder*
Waste Semi-Trailer Truck (55) M3	5	
4x2 Truck Trailer	5	
Waste Compactor	1	

### **P.2.3. Implementation Timeline**

Bidders shall use the Gantt chart below to propose a timeline.

**Form 6.5 Implementation Timeline**

	Month 1				Month 2				Month 3			
Weeks:	1	2	3	4	5	6	7	8	9	10	11	12
Signature of purchase order												
Order of vehicles												
Assembly of 1 <sup>st</sup> vehicle for inspection												
On-site Inspection of 1 <sup>st</sup> vehicle												
Assembly of the remaining vehicles												
On-site Inspection of remaining vehicles												
Acceptance of vehicles												
Delivery of vehicles*												

### **P.2.4. Technical Quality Assurance Mechanisms:**

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

### **P.2.5. Subcontracting:**

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

### **P.2.6. Risks / Mitigation Measures:**

Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

### **P.2.7. Statement of Full Disclosure:**

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

### **P.2.8. Other:**

Any other comments or information regarding the bid and its implementation

## Section 7: Price Schedule Form<sup>4</sup>

No.	Deliverables	Expected Date of Delivery (max 90 days upon issue of the Purchase Order)	Number of Units	Unit Rate (Lump Sum, All Inclusive)	Total Price (Lump Sum, All Inclusive)	Currency
			[A]	[B]	[A] x [B]	
<b>Lot 1</b>	Waste Semi-trailer Truck (55) m3		5			
<b>Lot 2</b>	4x2 Truck Trailer		5			
<b>Lot 3</b>	Waste Compactor		1			

*Notes:*

- A bidder can quote prices for **all or any of the three (3) lots.** Each lot will be evaluated individually and award decision(s) will be made accordingly.
- For the lot(s) that they are not quoting prices, bidders shall leave the corresponding row empty.
- UNDP reserves the right not to award the contract to the lowest priced offer, if another 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%. The term “more superior” as used in this provision shall refer to bids that have met the requirements and offer an earlier delivery time than the latest delivery time indicated in the specifications.
- The currency of the unit rate and total price should be the same
- **All quoted prices shall include ÖTV (Special Consumption Tax) and exclude VAT**
- All quoted prices should be lump sum and inclusive of all ancillary costs, including but not limited to transportation (insurance etc.) of vehicles, training, guarantee and warranty on services and parts.
- Depending on the availability of budget UNDP reserves the right to increase the number of units to be procured at the same unit rate quoted by the successful bidder

<sup>4</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

## Section 8: FORM FOR BID SECURITY

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

---

To: UNDP  
Sertaç Turhal  
Birlik Mah. Katar Cad. No:11 06610, Cankaya/Ankara,  
+90 312 496 1465

WHEREAS *[name and address of Contractor]* (hereinafter called "the Bidder") has submitted a Bid to UNDP dated September 17, 2015 , to deliver goods and execute related services for Procurement of Emergency Response and Municipal Service Vehicles (hereinafter called "the Bid"):

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

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

## Section 9: FORM FOR PERFORMANCE SECURITY<sup>5</sup>

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

---

To: UNDP

*[Insert contact information as provided in Data Sheet]*

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

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

---

<sup>5</sup> The Performance Security that the Successful Bidder's Bank will issue shall use the contents of this template

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

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE BIDDER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

**[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT THAT WILL BE USED AND THE GENERAL TERMS AND CONDITIONS]**

### **General Terms and Conditions for Goods**

#### **1. ACCEPTANCE OF THE PURCHASE ORDER**

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

#### **2. PAYMENT**

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

### **3. TAX EXEMPTION**

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

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

### **4. RISK OF LOSS**

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

### **5. EXPORT LICENCES**

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

### **6. FITNESS OF GOODS/PACKAGING**

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

### **7. INSPECTION**

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

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

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

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

## **10. LATE DELIVERY**

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

## **11. ASSIGNMENT AND INSOLVENCY**

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

immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

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

## **13. PROHIBITION ON ADVERTISING**

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

## **14. CHILD LABOUR**

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

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

## **15. MINES**

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

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

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity



thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

## **16.2 Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18. SEXUAL EXPLOITATION:**

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **19.0 OFFICIALS NOT TO BENEFIT:**

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

#### **20. AUTHORITY TO MODIFY:**

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