

UNDP15-131



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16 December 2015

**Subject: Amendment Nr.2 to RFP for Provision of 'Certification and Quality Control Services for Mine Clearance Services of Border Minefields on the Eastern Borders of Turkey'**

**Ref : UNDP-TUR-RFP-PROJ(DEM)-2015/08**

Dear Madam/Sir,

In relation to our RFP for provision '**Certification and Quality Control Services for Mine Clearance Services of Border Minefields on the Eastern Borders of Turkey**', issued on 26 November 2015 with reference nr. **UNDP-TUR-RFP-PROJ(DEM)-2015/08**, you are hereby provided with the 'Answers to Questions' received from prospective suppliers between 5 December 2015 - 16 December 2015.

With kind regards,

Yours sincerely,

Matilda Dimovska  
Deputy Resident Representative

**Attachment:** 'Answers to Questions' received from prospective suppliers between 5<sup>th</sup> December – 16<sup>th</sup> December 2015.



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**Attachment:**

**“Answers to Questions” received from prospective suppliers  
between 5 December – 16 December 2015.**

The following queries were raised by the proposer’s bank regarding the proposal security:

**Question 1:** The clause regarding the instrument being payable in the types and proportions of currencies of the Price Proposal is not acceptable because we would only pay on a demand (if any) in the currency of the instrument. As originally worded, the instrument is open-ended in terms of expiry. We can operate it on this basis (subject to the specific credit sanction being obtained), but I have made some changes to the expiry clause in case our customer is prepared to negotiate this aspect with the beneficiary.

*Answer 1: The issuing bank is misunderstanding the text. The expiry is not open ended - it is 30 days after the date of the proposal. The issuing bank has to read this along with the bidding document. The onus is on the proposer to tell them when that date is. If the proposer accepts this, they need to make absolutely sure that the dates match (bid validity period + 30 days = 150 days).*

**Question 2:** The instrument is silent with regards to the beneficiary’s rights to assignability and the governing law. I have added the URDG clause which addresses both points. If the clause is rejected, then we should be seeking Credit sanction to proceed with potentially freely assignable/transferrable instrument and approval from Legal in relation to the lack of the law clause.

*Answer 2: The proposer’s bank will need to be familiar with the Convention on the Privileges and Immunities of the United Nations. The UN accepts no governing law. Further, ICC arbitration is not acceptable to the UN. We abide by UNCITRAL arbitration rules. This clause is therefore rejected. Introducing it will make the proposal security unacceptable to UNDP.*

**Question 3:** The bullet points 1.1.1. – 1.1.4 do not seem to serve any purpose, so I have deleted them.

*Answer 3: Accepted (they may be deleted in this instance)*