



INVITATION TO BID

2016/12/ITB

Analysis of Water Framework Directive Priority Substances and screening of Black Sea Specific Pollutants in water, biota and sediment samples obtained during the National Pilot Monitoring Studies and Joint Open Sea Surveys and risk assessment of identified pollutants

EU/UNDP Project: Improving Environmental Monitoring in the Black Sea, phase 2 – EMBLAS-II
Ukraine, Georgia



United Nations Development Programme

April, 2016

Section 1. Letter of Invitation

UNDP Istanbul Regional Hub
19 April 2016

2016/12/ITB: Analysis of Water Framework Directive Priority Substances and screening of Black Sea Specific Pollutants in water, biota and sediment samples obtained during the National Pilot Monitoring Studies and Joint Open Sea Surveys and risk assessment of identified pollutants

Dear Madame/Sir:

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

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Form for Bid Security *[disregard, if not required as per Data Sheet]*
- Section 9 – Form for Performance Security *[disregard, if not required as per Data Sheet]*
- Section 10 – Form for Advanced Payment Guarantee *[disregard, if not required as per Data Sheet]*
- Section 11 – Contract to be Signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, should be submitted in a single sealed envelope in accordance with Section 2 and delivered to via courier to the below address:

United Nations Development Programme, Istanbul Regional Hub
Key Plaza, 10th floor, Abide-i Hürriyet Cd. İstiklal Sk. No/11
Şişli, 34381, Istanbul, Turkey
procurement.irh@undp.org
Attention: Mr. Murat Akin, Procurement Manager

We would appreciate it if you confirm your interest to participate in this tender by sending an email with the reference "Invitation to Bid No: 2016/12/ITB" procurement.irh@undp.org preferably before Friday, 22 April 2016, 15:00, Istanbul Time

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,

Andrey Pogrebnyak, Operations Manager

Section 2: Instruction to Bidders¹

Definitions

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

¹ 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.**

- 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/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.2 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 of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

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

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:

- i. to sign the Contract after UNDP has awarded it;
- ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

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

17. Currencies

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

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

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

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

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

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or

- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

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

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and the Price Schedule **must** be submitted together and sealed together in one and the same envelope, delivered either personally, 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/)

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 exceeds 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 SHEET²

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:	EU/UNDP Project: Improving Environmental Monitoring in the Black Sea, phase 2 – EMBLAS-II
2		Title of Goods/ Services/ Work Required:	Analysis of Water Framework Directive Priority Substances and screening of Black Sea Specific Pollutants in water, biota and sediment samples obtained during the National Pilot Monitoring Studies and Joint Open Sea Surveys and risk assessment of identified pollutants The details on the required Goods/Services/Work are provided in the Section 3a: Schedule of Requirements and Technical Specifications.
3		Country:	Contractor's location
4		Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	<p>All items under this clause are required to be documented and submitted by the bidders including:</p> <ol style="list-style-type: none"> 1. List and value of projects performed for the last 3 years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. A minimum number of 3 contracts, implemented over the past 3 years, of a similar nature and complexity must be executed by the contractor (to comply with this requirement, work cited should be at least 70 percent complete); 2. List and value of on-going projects with contact details of clients and current percentage completion of each ongoing project. 3. The laboratory has participated in minimum three MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in the marine environment in the past five years. An overall value of parts of these projects carried out by the tendering laboratory must exceed 50000 USD. A documented proof of participation in such projects must be a part of the tender documentation. 4. The laboratory must provide a documented proof of participating in at least one international interlaboratory comparison study dealing with non-target screening of environmental samples using both liquid chromatography - high resolution - mass spectrometry (LC-HR-MS) and gas chromatography - mass spectrometry (GC-MS) techniques. 5. The laboratory must provide a documented evidence of having experience in risk assessment of results obtained from environmental monitoring surveys by (i) deriving Predicted No-Effect Concentration (PNEC) values using advanced computer

² All DS number entries in the Data Sheet are cited as references in the Instructions to Bidders. All DS Nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "n/a" but must not be deleted.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>modeling techniques (e.g. Quantitative Structure Activity Relationship (QSAR) and Read-Across techniques); (ii) collecting of existing ecotoxicological information from available databases and (iii) applying appropriate assessment factors in the process of PNEC derivation.</p> <p>6. The laboratory must document availability of or access to all analytical equipment needed for analysis of trace organic pollutants and metals in marine environmental samples, namely LC-HR-MS, GC-MS operated in electron impact, positive and negative chemical ionisation modes (EI/PCI/NCI) and multidimensional GC-MS operated in NCI mode for analyses of chlorinated alkanes.</p> <p>7. The laboratory must be accredited according to ISO 17025 for analysis of organic substances and trace metals in environmental water, sediment and biota samples. A copy of the accreditation must be enclosed to the tender documents.</p> <p>8. The laboratory must provide a list of methodologies to be used to comply with the Limits of Quantification (LOQs) in Annex 1 and 2 of this tender.</p> <p>9. Independently audited financial accounts / balance sheets for the last two years in English. UNDP will check the financial accounts to compute the quick ratio (QR). Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities.</p> <p>10. If QR is less than 0.8; UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties & banks on the bidder's financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not financially capable and/or had serious financial problems.</p> <p>11. Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards thereof.</p> <p>12. CVs for key personal proposed for this project, as per minimum stated below</p>
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 type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A Bidder may submit an alternative Bid, <u>but only if it</u> also submits a Bid that meets the base case (i.e., what is originally required by UNDP in this ITB). UNDP shall only consider the alternative bid offered by the Bidder who's Bid for the base case was determined to be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference will be held on:	Time: not applicable / The UNDP focal point for the arrangement is: Not applicable Address: Telephone: /Facsimile: /E-mail:

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
8	C.21.1	Period of Bid Validity commencing on the submission date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input type="checkbox"/> Required Amount: Form: <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security ³	<input type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible) <input type="checkbox"/> Others [pls. specify]
11	B.9.5 C.15.4 a)	Validity of Bid Security	Indicate number of days, but minimum of 90 days from the last day of Bid submission. Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed up to a maximum of 20% of contract⁴, <input type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay:0.5% Max. no. of days of delay :20 (twenty) days Next course of action : UNDP shall consider contract cancellation at its discretion
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency <i>Reference date for determining applicable UN Operational Exchange Rate if currency is submitted in any other currency than indicated above:</i> May 2016

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

⁴ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
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 ⁵	Focal Person in UNDP: Murat Akin, Procurement Manager procurement.irh@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Bidders by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and posting on the below websites. Announcement in the following web sites: www.undp.org ; www.ungm.org
19	D.23.3	No. of copies of Bid that must be submitted	Original: one (1) original Copies : one (1) Copy
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP, Istanbul Regional Hub, Key Plaza, 10th floor, Abide-i Hürriyet Cd. İstiklal Sk. No/11 Şişli, 34381, Istanbul, Turkey procurement.irh@undp.org
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time : May 3, 2016, 16:00 Istanbul time
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Not applicable Official Address for e-submission: procurement.irh@undp.org <input type="checkbox"/> Format : PDF files only, password protected <input type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input type="checkbox"/> Max. File/e-mail Size per transmission: 5 MB <input type="checkbox"/> Max. No. of transmission : <i>not limited</i> <input type="checkbox"/> No. of copies to be transmitted : <i>[specify]</i> <input type="checkbox"/> Mandatory subject of email : <i>[specify]</i> <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>any</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input type="checkbox"/> Time Zone to be Recognized: <i>[specify]</i> <input type="checkbox"/> Other conditions: <i>[pls. specify]</i>
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: not applicable

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
25		Evaluation method to be used in selecting the most responsive Bid	<input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and <input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (copy is sufficient)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including independently certified Auditor’s Report for the past 1 year (2015) <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	Administrative documents <ol style="list-style-type: none"> 1. Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder; 2. Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; 3. Trade name registration papers, if applicable; 4. Local Government permit to locate and operate in the current location of office or factory; 5. Official Letter of Appointment as local representative, if Bidder is

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>submitting a Bid in behalf of an entity located outside the country;</p> <ol style="list-style-type: none"> 6. Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer; 7. Latest Audited Financial Statement (Income Statement and Balance Sheet) including independently certified Report for the past 1 years; 8. 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. <p>Expertise of Firm / Organization</p> <ol style="list-style-type: none"> 1. Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured 2. A list of MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in the marine environment in the past five years in the format: dates / title / contractor (service requestor; name / phone / e-mail) / amount (in USD). 3. A documented proof of participating in at least one international interlaboratory comparison study dealing with non-target screening of environmental samples using both liquid chromatography - high resolution - mass spectrometry (LC-HR-MS) and gas chromatography - mass spectrometry (GC-MS) techniques. This could be peer reviewed publications in well recognised international journals, references to final reports of already accomplished projects etc. (to be provided as pdf, not links); 4. A documented evidence of having experience in risk assessment of results obtained from environmental monitoring surveys by (i) deriving Predicted No-Effect Concentration (PNEC) values using advanced computer modeling techniques (e.g. Quantitative Structure Activity Relationship (QSAR) and Read-Across techniques); (ii) collecting of existing ecotoxicological information from available databases and (iii) applying appropriate assessment factors in the process of PNEC derivation. This could be peer reviewed publications in well recognised international journals, references to final reports of already accomplished projects etc. (to be provided as pdf, not links); 5. Statement of Satisfactory Performance from the Top 3 (three) Clients/Projects in terms of Contract Value in the past 3 (three) years. <p>Technical capacity of the laboratory</p> <ol style="list-style-type: none"> 1. Description of the analytical equipment available in the laboratory for analyses of tendered parameters, in the format: title / manufacturer / type / year of production (in particular for LC-HR-MS, GC-MS operated in electron impact, positive and negative chemical ionisation modes (EI/PCI/NCI) and multidimensional GC-MS operated in NCI mode for analyses of chlorinated alkanes); 2. Description of the methodologies for analyses of tendered parameters, in the format: title methodology / brief description /

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>volume of sample needed / sampling vessels (type) needed / storage requirements (temperature, max. No. of days of storage). The methodologies to be used to comply with the Limits of Quantification (LOQs) in Annex 1 and 2 of the Section 3: Schedule of Requirements and Technical Specification tender.</p> <p>Accreditations and operational support</p> <ol style="list-style-type: none"> 1. Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any; 2. Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if applicable; 3. A copy of the accreditation license according to ISO 17025 for analysis of organic substances and trace metals in environmental water, sediment and biota samples. 4. CV of 1 key expert responsible for overall management of analytical work and ensuring proper reporting of results of analyses (format to be provided by EMBLAS project)
29	C.15.2	Latest Expected date for commencement of Contract	May 20, 2016
30	C.15.2	Maximum Expected duration of contract	31 December 2016
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only <input type="checkbox"/> One or more Bidders, depending on the following factors: <i>[clarify fully how and why will this be possible. Please do not choose this option without indicating the parameters for awarding to multiple Bidders]</i>
32	F.34	Criteria for the Award and Evaluation of Bid	<p>Award Criteria</p> <input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications <input checked="" type="checkbox"/> Compliance on the following qualification requirements : <p>Bid Evaluation Criteria⁶</p> <input checked="" type="checkbox"/> Minimum no. of years of experience in similar contracts ; <input checked="" type="checkbox"/> Current ratio of not less than 0.8; <input checked="" type="checkbox"/> Minimum no. of similar projects undertaken over the past 3 years; <input type="checkbox"/> Highest value of contract over the past 3 (three) years; <input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements; <input checked="" type="checkbox"/> After-sales service of at least 12 months; <input checked="" type="checkbox"/> Warranty on services for a minimum period of 1 (one) year; <input checked="" type="checkbox"/> Maximum percentage of work that will be sub-contracted 40 %; <input checked="" type="checkbox"/> Acceptability of the Transportation/Delivery Schedule;

⁶ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<input checked="" type="checkbox"/> Appropriateness of the Implementation Timetable to Project Schedule; <input checked="" type="checkbox"/> Qualification of the Team Leader to directly coordinate with UNDP – background in environmental chemistry, experience with similar projects;
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder, if deemed necessary by UNDP;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Signature of contract by both parties <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
35		Other Information Related to the ITB ⁷	http://emblasproject.org

⁷ Where the information is available in the web, a URL for the information may simply be provided.

Section 3a: Schedule of Requirements and Technical Specifications

Provision of Analysis of Water Framework Directive Priority Substances and screening of Black Sea Specific Pollutants in water, biota and sediment samples obtained during the National Pilot Monitoring Studies and Joint Open Sea Surveys and risk assessment of identified pollutants

A. Project Title:

EU/UNDP Project: Improving Environmental Monitoring in the Black Sea, phase 2 – EMBLAS-II

B. Project Description

The EU/UNDP Project ‘Improving Environmental Monitoring in the Black Sea’ (EMBLAS-Phase 2; EMBLAS-II), dedicated to the protection of the Black Sea environment is implemented in three Black Sea countries: **Georgia, Russian Federation and Ukraine**. The project is addressing the overall need for support in protection and restoring the environmental quality and sustainability of the Black Sea, with the following specific objectives:

- Improve availability and quality of Black Sea environmental data in line with the MSFD and Black Sea Strategic Action Plan (2009) needs;
- Improve partner countries' ability to perform marine environmental monitoring along MSFD principles, taking into account the Black Sea Diagnostic Report II recommendations on capacity building.

In this context, significant effort and resources will be put into the two project activities:

- PA 2. National Pilot Monitoring Studies (NPMS) - Development and implementation of NPMS for testing and harmonisation of developed by EMBLAS-I drafts of cost-effective National Black Sea Integrated Monitoring and Assessment Programmes (N-BSIMAPs) in accordance with reporting obligations under the WFD, MSFD and BSIMAP.
- PA 4. Joint Open Sea Surveys (JOSS) - Implementation of the Joint Black Sea Surveys methodology along the lines of the MSFD, WFD and BSIMAP.

The aim of these activities will be establishment of sustainable schemes for testing of separate parts of N-BSIMAPs and obtaining high quality new data via **National Pilot Monitoring Studies (NPMS) in the coastal and territorial waters and Joint Open Sea Surveys (JOSS) in the Exclusive Economic Zone (EEZ) open sea waters area of Black Sea countries**.

In the frame of the above mentioned Project Activities **two large scale national pilot surveys will be organised in May/June 2016 and May/June 2017**. The field surveys will be conducted by the expert staff of the partner's country scientific institutes and their experts involved the national monitoring. The surveys will facilitate collection of sufficient, quality controlled and comparable data sets for the assessment of the Black Sea environmental status. The surveys will focus on determination of physical, chemical and biological parameters.

SCHEDULE OF MONITORING CRUISES

National Pilot Monitoring Studies (NPMS) 2016

The first NPMS in Ukraine and Georgia will be carried out with a survey ship Mare Nigrum at pre-selected 15 sampling sites in the respective coastal and territorial waters of Ukraine and Georgia (cf. Table 1 and Figure 1 below). A separate ship (not subject of this tender) will carry out NPMS in parallel in the Russian Federation.

Time schedule of NPMSs

Start - end of NPMS Ukraine: 17 May 2016 in Odessa, Ukraine (arrival to Odessa on 16 May 2016); end of NPMS on 22 May 2016 in Odessa.

Duration: 6 days

Start - end of NPMS Georgia: 27 May 2016 in Batumi, Georgia (arrival to Batumi on 26 May 2016); end of NPMS on 31 May 2016 in Batumi.

Duration: 5 days

Joint Open Sea Survey (JOSS) 2016

After finalising NPMS in Ukraine the survey ship Mare Nigrum will perform a cruise from Odessa (Ukraine) to Batumi (Georgia), stopping at 13 sites for sampling of a wide range MSFD indicators in deep water area of the central part of the Black Sea (cf. Figure 3 below).

After finalising NPMS in Georgia the ship will perform a cruise from Batumi to its port of origin, stopping at 13 sites for sampling of a wide range MSFD indicators in deep water area of the central part of the Black Sea.

Time schedule of JOSS

Start in Odessa on 23 May 2016; arrival to Batumi on 26 May 2016.

Start in Batumi on 1 June 2016; arrival to the home port Constanta on 4 June 2016.

Scientific crew: 20 researchers from Black Sea countries and European Union member states.

C. Scope of Services, Expected Outputs and Target Completion

In order to carry out the planned NPMSs and JOSS UNDP is seeking a reference laboratory to carry out:

1. Analyses of selected organic micropollutants from the list of Water Framework Directive (WFD) Priority Substances (PS) in water, biota and sediment samples (cf. Annex 1);
2. Target and non-target screening of a wide range of emerging substances in order to establish a draft list of Black Sea Specific Pollutants (BSSPs) in water, biota and sediment samples (cf. Annex 2 and 3);
3. Perform risk assessment of the BSSPs detected in the real-world samples by deriving Predicted No-Effect Concentrations (PNEC) for each of the detected substances in marine water and comparing the measured concentration value to its respective PNEC (cf. Annex 4).

D. Institutional Arrangement

The Service provider will be closely cooperating with the Project Management Team of the EMBLAS-II project, as well as with the relevant national project partner organizations:

- Ukraine: Ukrainian Scientific Centre of Ecology of the Sea, Odessa National University, Institute of Marine Biology
- Georgia: National Environment Agency and Tbilisi State University

A team of national and international scientists will be created – scientific crew, independently from this assignment and the experts will be present on the vessel to carry out sampling and analytical work during the surveys.

E. Duration of the Work and Location

The work will be performed at the laboratory facilities of the service provider, the samples will be delivered to the laboratory by the project.

Samples of water, sediments and biota will be stored on board of the survey ship under controlled temperature conditions and sent out to the tendering laboratory in regular intervals (ca. each 4-6 days starting from 17 May from Odessa, Batumi and Constanta) by courier.

Reporting templates will be provided by the UNDP before the start of the surveys.

F. Qualifications of the Successful Service Provider at Various Levels

The service provider should be a company or a scientific institution with available laboratories, and must complying with the following minimum requirements:

1. The laboratory must be accredited according to ISO 17025 for analysis of organic substances and trace metals in environmental water, sediment and biota samples. A copy of the accreditation must be enclosed to the tender documents.
2. The laboratory has participated in minimum three MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in the marine environment in the past five years. An overall value of parts of these projects carried out by the tendering laboratory must exceed 50000 USD. A documented proof of participation in such projects must be a part of the tender documentation.
3. The laboratory must provide a documented proof of participating in at least one international interlaboratory comparison study dealing with non-target screening of environmental samples using both liquid chromatography - high resolution - mass spectrometry (LC-HR-MS) and gas chromatography - mass spectrometry (GC-MS) techniques.
4. The laboratory must provide a documented evidence of having experience in risk assessment of results obtained from environmental monitoring surveys by (i) deriving Predicted No-Effect Concentration (PNEC) values using advanced computer modeling techniques (e.g. Quantitative Structure Activity Relationship (QSAR) and Read-Across techniques); (ii) collecting of existing ecotoxicological information from available databases and (iii) applying appropriate assessment factors in the process of PNEC derivation.
5. The laboratory must document availability of or access to all analytical equipment needed for analysis of trace organic pollutants and metals in marine environmental samples, namely LC-HR-MS, GC-MS operated in electron impact, positive and negative chemical ionisation modes (EI/PCI/NCI) and multidimensional GC-MS operated in NCI mode for analyses of chlorinated alkanes.
6. The laboratory must provide a list of methodologies to be used to comply with the Limits of Quantification (LOQs) in Annex 1 and 2 of this tender.

G. Scope of Proposal Price and Schedule of Payments

The price proposal is bound to the implementation of the cruises as described in the point E. Duration of the Work and Location – in accordance with the SCHEDULE OF MONITORING CRUISES as described above. The schedule of the payment will be specified in the contract, general information are in the Section 2: Instruction to Bidders.

H. Recommended Presentation of Proposal

In order to facilitate comparative review of all received proposals, the offeror is expected to provide the proposal using the following forms (which are part of this ITB):

- Proposal Submission Form (see Section 4 of the ITB);
- Documents Establishing the Eligibility and Qualifications of the Proposer (see Section 5 of the ITB and Data Sheet);
- Technical Proposal Form (see section 6 of the ITB);
- Financial Proposal Form (see section 7 of the ITB),.

Technical Proposal (in the format of the Technical Proposal Form)

- Expertise of Firm / Organization ;
- Technical capacity- scientific/sampling/analytical equipment, other;
- Accreditation and operational support – ISO certification / 1 dedicated support personnel.

Financial proposal (in the format of the Financial Proposal Form, to be submitted in a separate envelope)

- all-inclusive price and breakdown, as specified in the Section 7 of this ITB.

Documents to be submitted with the proposal (as per instructions provided in the Data Sheet):

Administrative documents

1. Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;
2. Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;
3. Trade name registration papers, if applicable;
4. Local Government permit to locate and operate in the current location of office or factory;
5. Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country;
6. Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer;
7. Latest Audited Financial Statement (Income Statement and Balance Sheet) including independently certified Report for the past 1 years;
8. 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.

Expertise of Firm / Organization

1. Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured
2. A list of MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in the marine environment in the past five years in the format: dates / title / contractor (service requestor; name / phone / e-mail) / amount (in USD).
3. A documented proof of participating in at least one international interlaboratory comparison study dealing with non-target screening of environmental samples using both liquid chromatography - high resolution - mass spectrometry (LC-HR-MS) and gas chromatography - mass spectrometry (GC-MS) techniques. This could be peer reviewed publications in well recognised international journals, references to final reports of already accomplished projects etc. (to be provided as pdf, not links);
4. A documented evidence of having experience in risk assessment of results obtained from environmental monitoring surveys by (i) deriving Predicted No-Effect Concentration (PNEC) values using advanced computer modeling techniques (e.g. Quantitative Structure Activity Relationship

- (QSAR) and Read-Across techniques); (ii) collecting of existing ecotoxicological information from available databases and (iii) applying appropriate assessment factors in the process of PNEC derivation. This could be peer reviewed publications in well recognised international journals, references to final reports of already accomplished projects etc. (to be provided as pdf, not links);
5. Statement of Satisfactory Performance from the Top 3 (three) Clients/Projects in terms of Contract Value in the past 3 (three) years.

Technical capacity of the laboratory

1. Description of the analytical equipment available in the laboratory for analyses of tendered parameters, in the format: title / manufacturer / type / year of production (in particular for LC-HR-MS, GC-MS operated in electron impact, positive and negative chemical ionisation modes (EI/PCI/NCI) and multidimensional GC-MS operated in NCI mode for analyses of chlorinated alkanes);
2. Description of the methodologies for analyses of tendered parameters, in the format: title methodology / brief description / volume of sample needed / sampling vessels (type) needed / storage requirements (temperature, max. No. of days of storage). Tables in the Annex 1-4 to be filled in to demonstrate compliance with the Limits of Quantification (LOQs) for analysed parameters.

Accreditations and operational support

1. Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any;
2. Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if applicable;
3. A copy of the accreditation license according to ISO 17025 for analysis of organic substances and trace metals in environmental water, sediment and biota samples.
4. CV of 1 key expert responsible for overall management of analytical work and ensuring proper reporting of results of analyses (format to be provided by EMBLAS project)

I. Criteria for Selecting the Best Offer

The technical compliance will be assessed based on the following criteria:

1. Compliance with the administrative requirements
2. Accreditation according to ISO 17025 for analysis of organic substances and trace metals in environmental water, sediment and biota samples.
3. Experience - Participation in minimum three MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in the marine environment in the past five years.
4. Experience - Participation in the international interlaboratory comparison studies dealing with non-target screening of environmental samples using both liquid chromatography - high resolution - mass spectrometry (LC-HR-MS) and gas chromatography - mass spectrometry (GC-MS) techniques
5. Compliance with the requirements of Annex 1, Annex 2, Annex 3
6. Experience - Risk assessment of results obtained from environmental monitoring surveys by (i) deriving Predicted No-Effect Concentration (PNEC) values using advanced computer modeling techniques (e.g. Quantitative Structure Activity Relationship (QSAR) and Read-Across techniques); (ii) collecting of existing ecotoxicological information from available databases and (iii) applying appropriate assessment factors in the process of PNEC derivation – Annex 4.

Annex 1

List of WFD priority substances to be analysed within NPMS and JOSS in the coastal, territorial and EEZ waters in water (56), sediment (35) and biota (30) samples; minimum criteria: Limit of Quantification (LOQ) of the available method > Annual average Environmental Quality Standard (AA-EQS; other surface waters) or LOQ of the available method > EQS (biota)

N o.	CAS No.	WFD priority substances	Matrix ⁽¹⁾	Accreditation ISO 17025 [Y/N]	Validated ⁽²⁾ [Y/N]	AA-EQS Other surface waters [µg/l]	EQS Biota [µg/kg wet weight]	LO Q Water [µg/l]	LOQ Biota [µg/kg wet weight]	LOQ SED [µg/kg dry weight]
1	74070-46-5	Aclonifen	W			0.012				
2	15972-60-8	Alachlor	W			0.3				
3	120-12-7	Anthracene	W,B(M,F),S			0.1				
4	1912-24-9	Atrazine	W			0.6				
5	50-32-8	Benzo(a)pyrene	W,B(M,F),S			1.7×10^{-4}	5			
6	205-99-2	Benzo(b)fluoranthene	W,B(M,F),S				⁽⁷⁾			
7	207-08-9	Benzo(g,h,i)perylene	W,B(M,F),S				⁽⁷⁾			
8	191-24-2	Benzo(k)fluoranthene	W,B(M,F),S				⁽⁷⁾			
9	42576-02-3	Bifenoxy	W			0.0012				
10	32534-81-9	Brominated diphenylethers ⁽³⁾	B(M,F),S				0.0085			
11	7440-43-9	Cadmium and its compounds	W,B(M,F),S			0.2				
12	470-90-6	Chlorfenvinphos	W							
13	85535-84-8	Chloroalkanes, C10-13 ⁽⁴⁾	W			0.4				
14	2921-88-2	Chlorpyrifos (Chlorpyrifos-ethyl)	W			0.03				
15	28159-98-0	Cybutryne	W			0.0025				
16	309-00-2 60-57-1 72-	Cyclodiene pesticides: Aldrin Dieldrin Endrin Isodrin	W,B(M,F),S			$\Sigma = 0,005$				

N o.	CAS No.	WFD priority substances	Matrix ⁽¹⁾	Accreditation ISO 17025 [Y/N]	Validated ⁽²⁾ [Y/N]	AA-EQS Other surface waters [µg/l]	EQS Biota [µg/kg wet weight]	LOQ Water [µg/l]	LOQ Biota [µg/kg wet weight]	LOQ SED [µg/kg dry weight]
	20-8465-73-6									
17	52315-07-8	Cypermethrin	W			8×10^{-6}				
18		DDT total ⁽⁵⁾	W,B(M,F),S			0.025				
19	117-81-7	Di(2-ethylhexyl)phthalate (DEHP)	W							
20	62-73-7	Dichlorvos	W,B(M,F),S			6×10^{-5}				
21	115-32-2	Dicofol	W,B(M,F)			3.2×10^{-5}	33			
22		Dioxins and dioxin-like compounds (sum of PCDD+PCDF+PCB-DL)	W,B(M,F),S				Sum of PCDD+PCDF+ PCB-DL 0,0065 µg.kg ⁻¹ TEQ ⁽⁶⁾			
23	330-54-1	Diuron	W			0.2				
24	115-29-7	Endosulfan	W			0.0005				
25	206-44-0	Fluoranthene	W,B(M,F),S			0.0063	30			
26	76-44-8/1024-57-3	Heptachlor and heptachlor epoxide	W,B(M,F)			1×10^{-8}	$6,7 \times 10^{-3}$			
27		Hexabromocyclododecane (HBCDD)	W,B(M,F),S			0.0008	167			
28	118-74-1	Hexachlorobenzene	B(M,F)				10			
29	87-68-3	Hexachlorobutadiene	B(M,F)				55			
30	608-73-1	Hexachlorocyclohexane (hexachlorocyclohexane all isomers)	W,B(M,F),S			0.002				
31	193-39-5	Indeno(1,2,3-cd)pyrene	W,B(M,F),S				⁽⁷⁾			
32										

N o.	CAS No.	WFD priority substances	Matrix ⁽¹⁾	Accreditation ISO 17025 [Y/N]	Validated ⁽²⁾ [Y/N]	AA-EQS Other surface waters [µg/l]	EQS Biota [µg/kg wet weight]	LOQ Water [µg/l]	LOQ Biota [µg/kg wet weight]	LOQ SED [µg/kg dry weight]
33	34123-59-6	Isoproturon	W			0.3				
34	7439-92-1	Lead and its compounds	W,B(M,F),S			1.3				
35	7439-97-6	Mercury and its compounds	B(M,F),S				20			
36	91-20-3	Naphthalene	W,B(M,F),S			2				
37	7440-02-0	Nickel and its compounds	W			8.6				
38	84852-15-3	Nonylphenols (4-Nonylphenol)	W			0.3				
39	140-66-9	Octylphenols ((4-(1,1',3,3'-tetramethyl-butyl)-phenol))	W			0.01				
40	50-29-3	para-para-DDT	W,B(M,F),S			0.01				
41	608-93-5	Pentachlorobenzene	W			0.0007				
42	87-86-5	Pentachlorophenol	W			0.4				
43	1763-23-1	Perfluorooctane sulfonic acid and its derivatives (PFOS)	W,B(M,F)			1.3×10^{-4}	9.1			
44	12449-5-18-7	Quinoxifen	W			0.015				
45	122-34-9	Simazine	W			1				
46	886-50-0	Terbutryn	W			0.0065				
47	36643-28-4	Tributyltin compounds (Tributyltin-cation)	W,B(M,F),S			0.0002				
48	1582-09-8	Trifluralin	W			0.03				

- (1) W - water; B - biota; S - sediment; M - mussels; F - fish.
- (2) All methods of analysis used for the purposes of chemical monitoring programmes carried out under Directive 2000/60/EC must be validated and documented in accordance with EN ISO/IEC-17025 standard or other equivalent standards accepted at international level
- (3) For the group of priority substances covered by brominated diphenylethers, the EQS refers to the sum of the concentrations of congener numbers 28, 47, 99, 100, 153 and 154.

- (4) **SCCP - use of a multi-dimensional separation system is required** (comprehensive multidimensional gas chromatography in a negative chemical ionization mode) for the analysis of chlorinated alkanes (C10-C13); Standard Operating Procedure for the analysis of chlorinated alkanes (C10 - C13) in water samples according to ISO 12010:2012 must be followed in all other aspects.
- (5) DDT total comprises the sum of the isomers 1,1,1-trichloro-2,2 bis (p-chlorophenyl) ethane (CAS number 50-29-3; EU number 200-024-3); 1,1,1-trichloro-2 (o-chlorophenyl)-2-(p-chlorophenyl) ethane (CAS number 789-02-6; EU Number 212-332-5); 1,1-dichloro-2,2 bis (p-chlorophenyl) ethylene (CAS number 72-55-9; EU Number 200-784-6); and 1,1-dichloro-2,2 bis (p-chlorophenyl) ethane (CAS number 72-54-8; EU Number 200-783-0).
- (6) PCDD: polychlorinated dibenzo-p-dioxins; PCDF: polychlorinated dibenzofurans; PCB-DL: dioxin-like polychlorinated biphenyls; TEQ: toxic equivalents according to the World Health Organisation 2005 Toxic Equivalence Factors.
- (7) For the group of priority substances of polyaromatic hydrocarbons (PAH), the biota EQS and corresponding AA-EQS in water refer to the concentration of benzo(a)pyrene, on the toxicity of which they are based. Benzo(a)pyrene can be considered as a marker for the other PAHs, hence only benzo(a)pyrene needs to be monitored for comparison with the biota EQS or the corresponding AA- EQS in water.

Annex 2

List of suspected Black Sea Specific Substances to be analysed within NPMS and JOSS in the coastal, territorial and EEZ waters in water (56), sediment (35) and biota (30) samples; minimum criteria: method available and validated

No.	CAS No.	BSSP	Matrix ⁽¹⁾	Accreditation ISO 17025 [Y/N]	Validated ⁽²⁾ [Y/N]	LOQ Water [ng/l]	LOQ Biota [µg/kg wet weight]	LOQ SED [µg/kg dry weight]	
1	4904-	1,5,9-Cyclododecatriene,	W						
2	50-28-2	17beta-Estradiol	W						
3	95-14-7	1-H Benzotriazole	W						
4	732-26-	2,4,6-Tri-tert-butylphenol	W						
5	94-75-7	2,4-Dichlorophenoxyacetic	W						
6	51-28-5	2,4-Dinitrophenol (DNP)	W						
7	136-85-	5-Methyl-1H-benzotriazole	W						
8	83-32-9	Acenaphthene	B(M,F),S						
9	94-74-6	Acetic acid, (4-chloro-2-methylphenoxy)-	W						
10	26787-	Amoxicillin	W						
11	7440-	Arsenic	W,S						
12	29122-	Atenolol	W						
13	25057-	Bentazon	W						
14	56-55-3	Benz[a]anthracene	B(M,F),S						
15	36065-30-2	Benzene, 1,3,5-tribromo-2-(2,3-dibromo-2-methylpropoxy)-	B(M,F),S						
16	41859-	Bezafibrate	W						
17	80-05-7	Bisphenol A	W,S						
18	314-40-	Bromacil	W						
19	1982-	Chloroxuron	W						
20	7440-	Chromium	W,S						
21	218-01-	Chrysene	B(M,F),S						
22	23593-	Clotrimazole	W						
23	7440-	Copper	W,S						
25	134-62-	DEET	W						
26	333-41-	Diazinon	W						
27	84-74-2	Dibutylphthalate (DBP)	W						
28	15307-	Diclofenac	W						
29	34205-	Dimefuron	W						
30	512-04-	Diosgenin	W						
31	793-24-8	Diphenylamin-4-(dimethylbutylamino) (6PPD)	W						
32	2104-	Ethyl O-(p-nitrophenyl)	W						
33	120068-	Fipronil	W						

No.	CAS No.	BSSP	Matrix ⁽¹⁾	Accreditation ISO 17025 [Y/N]	Validated ⁽²⁾ [Y/N]	LOQ Water [ng/l]	LOQ Biota [µg/kg wet weight]	LOQ SED [µg/kg dry weight]	
34	70124-	Flucythrinate	W						
35	86-73-7	Fluorene	B(M,F),S						
36	25812-	Gemfibrozil	W						
37	32241-	Heptachloronaphthalene	W						
38	28680-	Heptachloronorborene	W						
39	1335-	Hexachloronaphthalene	W						
40	2163-	Hydroxyatrazine	W						
41	15687-	Ibuprofen	W						
42	330-55-	Linuron	W						
43	85535-85-9	Medium-chain chlorinated paraffins (MCCP or	W,S						
44	67129-	Metazachlor	W						
45	72-43-5	Methoxychlor	W						
46	392-17-	Metopropol tartrate	W						
47	81-15-2	Musk xylene	W						
48	22204-	Naproxen	W						
49	51000-	Neodecanoic acid, ethenyl	W						
50		Nonylphenol ethoxylates	W,S						
51	2234-	Octachloronaphthalene	W						
52		Octylphenol ethoxylates	W,S						
53	59447-	Pentabromobenzyl	W						
54	85-22-3	Pentabromoethylbenzene	W						
55	1825-	Pentachloroanisole	W						
56	1321-	Pentachloronaphthalene	W						
57	335-67-	Perfluorooctanoic acid	W						
58	85-01-8	Phenanthrene	B(M,F),S						
59	129-00-	Pyrene	B(M,F),S						
60	56038-	Sucralose	W						
61	57-68-1	Sulfamethazine	W						
62	5915-	Terbutylazine	W						
63	30125-	Terbutylazine-desethyl	W						
64	79-94-7	Tetrabromobisphenol A	W						
65	1335-	Tetrachloronaphthalene	W						
66	2227-	Tetrasul	W						
67	1321-	Trichloronaphthalene	W						
68		Triphenyltin compounds	W,S						
69	55525-54-7	Urea, N,N'-bis[(5-isocyanato-1,3,3-	W						
70	7440-	Zinc	W,S						
		ADDITIONAL							

No.	CAS No.	BSSP	Matrix ⁽¹⁾	Accreditation ISO 17025 [Y/N]	Validated ⁽²⁾ [Y/N]	LOQ Water [ng/l]	LOQ Biota [µg/kg wet weight]	LOQ SED [µg/kg dry weight]	

(1) W - water; B - biota; S - sediment; M - mussels; F - fish.

(2) All methods of analysis used for the purposes of chemical monitoring programmes carried out under Directive 2000/60/EC must be validated and documented in accordance with EN ISO/IEC-17025 standard or other equivalent standards accepted at international level.

Annex 3

Non-target screening to be performed within NPMS and JOSS in the coastal, territorial and EEZ waters in water (56), sediment (35) and biota (30) samples; minimum criteria: At least one relevant reference about participation in an international interlaboratory comparison focused on non-target screening.

Non-target screening	Matrix ⁽¹⁾	Validated ⁽²⁾ [Y/N]	Concentration range ⁽³⁾	Reference ⁽⁴⁾	
GC-MS (EI,PCI,NCI)	W, B, S				
LC-HR-MS	W, B, S				

(1) W - water; B - biota; S - sediment; M - mussels; F - fish.

(2) All methods of analysis used for the purposes of chemical monitoring programmes carried out under Directive 2000/60/EC are validated and documented in accordance with EN ISO/IEC-17025 standard or other equivalent standards accepted at international level.

(3) Indicate the concentration range related to the type of detector to be used for screening (water (W) [ng/l], sediment (S) [□g/kg dry weight] and biota (B) [□g/kg wet weight]).

(4) Provide at least one relevant reference about participation in an international interlaboratory comparison focused on non-target screening.

Annex 4

Risk assessment of results obtained from environmental monitoring surveys by:

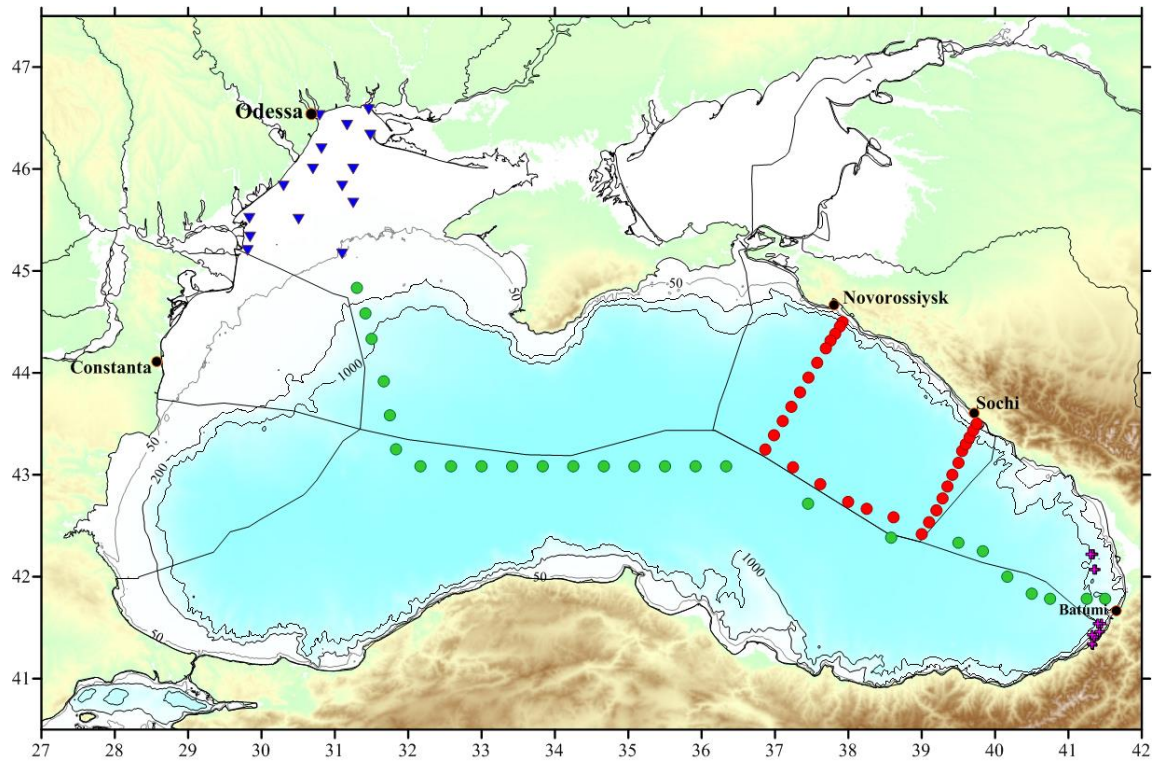
(i) Deriving Predicted No-Effect Concentration (PNEC) values using advanced computer modeling techniques (e.g. Quantitative Structure Activity Relationship (QSAR) and Read-Across techniques);

(ii) Collecting of existing ecotoxicological information from available databases and

(iii) Applying appropriate assessment factors in the process of PNEC derivation.

PNEC derivation	
0-100 substances	
100 - 500 substances	
>500 substances	

Fig.1 An overview map of NPMS Ukraine (blue triangles), NPMS Georgia and JOSS Georgia-Ukraine (green circles). In JOSS GE-UA, 17 stations are in the EEZ of Turkey. Red circles indicate JOSS carried out independently by the scientific team of Russian Federation.



Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Tables, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other <i>Click here to specify</i>	
Exact Address of Delivery/Installation Location		
Mode of Transport Preferred	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input type="checkbox"/> OTHER <i>[pls. specify]</i>
UNDP Preferred Freight Forwarder, if any ⁸	Click here to enter text.	
Distribution of shipping documents <i>(if using freight forwarder)</i>	Click here to enter text.	
Delivery Date	<i>[indicate date or number days from the signing of the contract]</i>	
Customs, if needed, clearing shall be done by:	<input checked="" type="checkbox"/> UNDP <input type="checkbox"/> Supplier <input type="checkbox"/> Freight Forwarder	
Ex-factory / Pre-shipment inspection		
Inspection upon delivery		
Installation Requirements		
Testing Requirements		
Scope of Training on Operation and Maintenance		
Commissioning		
Technical Support Requirements		
Payment Terms <i>(max. advanced payment is 20% of total price as per UNDP policy)</i>	<input checked="" type="checkbox"/> 100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice <input type="checkbox"/> Max of 20% upon issuance of PO and the rest within 30 days from UNDP's acceptance of goods as specified and receipt of invoice	

⁸A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred courier may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

	<input type="checkbox"/> Others <i>[pls. specify]</i>
Conditions for Release of Payment	<input type="checkbox"/> Pre-shipment inspection <i>[pls. provide details]</i> <input type="checkbox"/> Inspection upon arrival at destination <i>[pls. provide details]</i> <input type="checkbox"/> Installation <i>[pls. provide details]</i> <input type="checkbox"/> Testing <i>[pls. provide details]</i> <input type="checkbox"/> Training on Operation and Maintenance <i>[pls. provide details]</i> <input type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>
After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of 1 (one) year <input checked="" type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/repair <input type="checkbox"/> Others <i>[pls. specify]</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others <i>[pls. specify, including dialects, if needed]</i>

Section 4: Bid Submission Form⁹

(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: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

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

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

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

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

⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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 Form¹⁰

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: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past 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: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹⁰ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)¹¹

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. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any): Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹¹ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Bid Form¹²

INSERT TITLE OF THE ITB

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

In particular specify:

- Participation in minimum three MSFD or WFD implementation related projects involving analysis of organic substances and trace metals in the marine environment in the past five years.
- Participation in the international interlaboratory comparison studies dealing with non-target screening of environmental samples using both liquid chromatography - high resolution - mass spectrometry (LC-HR-MS) and gas chromatography - mass spectrometry (GC-MS) techniques
- Experience in Risk assessment of results obtained from environmental monitoring surveys by (i) deriving Predicted No-Effect Concentration (PNEC) values using advanced computer modeling techniques (e.g. Quantitative Structure Activity Relationship (QSAR) and Read-Across techniques); (ii) collecting of existing ecotoxicological information from available databases and (iii) applying appropriate assessment factors in the process of PNEC derivation.

1.2 Track Record and Experiences: Provide the following information regarding corporate experience (at least 3) within the last three (3) years which are related or relevant to those required for this Contract.

Name of project:

Client:

Contract Value

Period of activity

Types of activities undertaken

Status or Date Completed

References Contact Details (Name, Phone, Email)

SECTION 2 - Technical Capacity

¹² Technical Bids not submitted in this format may be rejected.

- 2.1 Compliance with the requirements of Annex 1 of the ToR - possibilities for analysis of the substances complying with the requirements of the WFD in the coastal waters – use the table provided in the Annex 1 of the ToR.
- 2.2 Compliance with the requirements of Annex 2 of the ToR - possibilities for analysis of the substances from the list in Annex 2 and additional substances - use the table provided in the Annex 2 of the ToR.
- 2.3 Compliance with the requirements of Annex 3 of the ToR - analysis of unknown pollutants in marine environmental samples documented with the previous experience - use the table provided in the Annex 3 of the ToR.

SECTION 3: Accreditations and operational support

3.1 Accreditation: Provide information on Accreditation according to ISO 17025 for analysis of organic substances and trace metals in environmental water, sediment and biota samples – range of the accredited parameters.

3.2 Qualifications of Key Personnel. Provide the CV for 1 key personnel (Expert in charge of overall coordination of receiving samples, sample analyses and provision of the results of analyses and risk assessment in required format). CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: Highlight experience in the region and on similar projects.		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
e.g. June 2004-January 2005		
Etc.		
Etc.		
References no.1 (minimum of 3):	Name Designation Organization Contact Information – Address; Phone; Email; etc.	
Reference no.2		
Reference no.3		
Declaration:		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
Signature of the Expert/Member		Date Signed

Section 7: Price Schedule Form¹³

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to lot prices. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Summary of costs - Overview price proposal

Item	Price [USD]
Analyses of Annex 1 substances (56 water, 35 sediment, 30 biota samples) in the indicated relevant matrices (total of Table 1 in the section B below)	
Analyses of Annex 2 substances (56 water, 35 sediment, 30 biota samples) in the indicated relevant matrices (total of Table 2 in the section B below)	
Non-target screening as in Annex 3 (0-100 substances; 56 water, 35 sediment, 30 biota samples) in the indicated relevant matrices (total of Table 3 in the section B below)	
Risk assessment of results obtained from environmental monitoring surveys as in Annex 4 (100 - 500 substances) - (as per Table 4 below in the section B below)	
OTHER COSTS (transportation,	
ALL INCLUSIVE TOTAL PRICE	

B. Cost Breakdown by Cost Component:

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability

¹³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

assessment purposes as well as the calculation of price in the event that both parties have agreed for additional set of goods and/or related services.

Table 1: Price per sample - analyses of WFD priority substances in samples from NPMS and JOSS in the coastal, territorial and EEZ waters

No.	CAS No.	WFD priority substances	Matrix ⁽¹⁾	Price per substance or group of substances in one sample [USD] ⁽²⁾
1	74070-46-5	Aclonifen	W	
2	15972-60-8	Alachlor	W	
3	120-12-7	Anthracene	W,B(M,F),S	
4	1912-24-9	Atrazine	W	
5	50-32-8	Benzo(a)pyrene	W,B(M,F),S	
6	205-99-2	Benzo(b)fluoranthene	W,B(M,F),S	
7	207-08-9	Benzo(g,h,i)perylene	W,B(M,F),S	
8	191-24-2	Benzo(k)fluoranthene	W,B(M,F),S	
9	42576-02-3	Bifenox	W	
10	32534-81-9	Brominated diphenylethers	B(M,F),S	
11	7440-43-9	Cadmium and its compounds	W,B(M,F),S	
12	470-90-6	Chlorfenvinphos	W	
13	85535-84-8	Chloroalkanes, C10-13	W	
14	2921-88-2	Chlorpyrifos (Chlorpyrifos-ethyl)	W	
15	28159-98-0	Cybutryne	W	
16	309-00-2 60-57-1 72-20-8 465-73-6	Cyclodiene pesticides: Aldrin Dieldrin Endrin Isodrin	W,B(M,F),S	
17	52315-07-8	Cypermethrin	W	
18		DDT total	W,B(M,F),S	
19	117-81-7	Di(2-ethylhexyl)phthalate (DEHP)	W	
20	62-73-7	Dichlorvos	W,B(M,F),S	
21	115-32-2	Dicofol	W,B(M,F)	
22		Dioxins and dioxin-like compounds (sum of PCDD+PCDF+PCB-DL)	W,B(M,F),S	
23	330-54-1	Diuron	W	
24	115-29-7	Endosulfan	W	
25	206-44-0	Fluoranthene	W,B(M,F),S	
26	76-44-8/1024-57-3	Heptachlor and heptachlor epoxide	W,B(M,F)	
27		Hexabromocyclododecane (HBCDD)	W,B(M,F),S	
28	118-74-1	Hexachlorobenzene	B(M,F)	
29	87-68-3	Hexachlorobutadiene	B(M,F)	
30	608-73-1	Hexachlorocyclohexane (hexachlorocyclohexane all isomers)	W,B(M,F),S	
31	193-39-5	Indeno(1,2,3-cd)pyrene	W,B(M,F),S	
32	34123-59-6	Isoproturon	W	
33	7439-92-1	Lead and its compounds	W,B(M,F),S	
34	7439-97-6	Mercury and its compounds	B(M,F),S	
35	91-20-3	Naphthalene	W,B(M,F),S	
36	7440-02-0	Nickel and its compounds	W	

No.	CAS No.	WFD priority substances	Matrix ⁽¹⁾	Price per substance or group of substances in one sample [USD] ⁽²⁾
37	84852-15-3	Nonylphenols (4-Nonylphenol)	W	
38	140-66-9	Octylphenols ((4-(1,1',3, 3'-tetramethyl-butyl)-phenol))	W	
39	50-29-3	para-para-DDT	W,B(M,F),S	
40	608-93-5	Pentachlorobenzene	W	
41	87-86-5	Pentachlorophenol	W	
42	1763-23-1	Perfluorooctane sulfonic acid and its derivatives (PFOS)	W,B(M,F)	
43	124495-18-7	Quinoxifen	W	
44	122-34-9	Simazine	W	
45	886-50-0	Terbutryn	W	
46	36643-28-4	Tributyltin compounds (Tributyltin-cation)	W,B(M,F),S	
47	1582-09-8	Trifluralin	W	
		TOTAL one sample		

(1) W - water; B - biota; S - sediment; M - mussels; F - fish.

(2) In case the price per group is provided, please, label the particular compounds belonging to this group with numbers (e.g. Substance^{G1}, Substance^{G2} etc.). In case the price per substance in different matrix differs this should be accounted for in a special budget line - Sample preparation costs sediment/ Sample preparation cost biota.

Table 2: Price per sample - analyses of suspected Black Sea Specific Substances within NPMS and JOSS in the coastal, territorial and EEZ waters

No.	CAS No.	BSSP	Matrix ⁽¹⁾	Price per substance or group of substances in one sample [USD] ⁽²⁾
1	4904-61-4	1,5,9-Cyclododecatriene, (1Z,5E,9E)	W	
2	50-28-2	17beta-Estradiol	W	
3	95-14-7	1-H Benzotriazole	W	
4	732-26-3	2,4,6-Tri-tert-butylphenol	W	
5	94-75-7	2,4-Dichlorophenoxyacetic acid	W	
6	51-28-5	2,4-Dinitrophenol (DNP)	W	
7	136-85-6	5-Methyl-1H-benzotriazole	W	
8	83-32-9	Acenaphthene	B(M,F),S	
9	94-74-6	Acetic acid, (4-chloro-2-methylphenoxy)-	W	
10	26787-78-0	Amoxicillin	W	
11	7440-38-2	Arsenic	W,S	
12	29122-68-7	Atenolol	W	
13	25057-89-0	Bentazon	W	
14	56-55-3	Benz[a]anthracene	B(M,F),S	
15	36065-30-2	Benzene, 1,3,5-tribromo-2-(2,3-dibromo-2-methylpropoxy)-	B(M,F),S	
16	41859-67-0	Bezafibrate	W	
17	80-05-7	Bisphenol A	W,S	
18	314-40-9	Bromacil	W	
19	1982-47-4	Chloroxuron	W	
20	7440-47-3	Chromium	W,S	
21	218-01-9	Chrysene	B(M,F),S	
22	23593-75-1	Clotrimazole	W	
23	7440-50-8	Copper	W,S	
25	134-62-3	DEET	W	
26	333-41-5	Diazinon	W	
27	84-74-2	Dibutylphthalate (DBP)	W	
28	15307-79-6	Diclofenac	W	
29	34205-21-5	Dimefuron	W	
30	512-04-9	Diosgenin	W	
31	793-24-8	Diphenylamin-4-(dimethylbutylamino) (6PPD)	W	
32	2104-64-5	Ethyl O-(p-nitrophenyl) phenyl phosphonothionate (EPN)	W	
33	120068-37-3	Fipronil	W	
34	70124-77-5	Flucythrinate	W	
35	86-73-7	Fluorene	B(M,F),S	
36	25812-30-0	Gemfibrozil	W	
37	32241-08-0	Heptachloronaphthalene	W	
38	28680-45-7	Heptachloronorborene	W	
39	1335-87-1	Hexachloronaphthalene	W	
40	2163-68-0	Hydroxyatrazine	W	
41	15687-27-1	Ibuprofen	W	
42	330-55-2	Linuron	W	

No.	CAS No.	BSSP	Matrix ⁽¹⁾	Price per substance or group of substances in one sample [USD] ⁽²⁾
43	85535-85-9	Medium-chain chlorinated paraffins (MCCP or chloroalkanes, C14-17)	W,S	
44	67129-08-2	Metazachlor	W	
45	72-43-5	Methoxychlor	W	
46	392-17-7	Metopropol tartrate	W	
47	81-15-2	Musk xylene	W	
48	22204-53-1	Naproxen	W	
49	51000-52-3	Neodecanoic acid, ethenyl ester	W	
50		Nonylphenol ethoxylates (NPE)	W,S	
51	2234-13-1	Octachloronaphthalene	W	
52		Octylphenol ethoxylates (OPE)	W,S	
53	59447-55-1	Pentabromobenzyl acrylate	W	
54	85-22-3	Pentabromoethylbenzene	W	
55	1825-21-4	Pentachloroanisole	W	
56	1321-64-8	Pentachloronaphthalene	W	
57	335-67-1	Perfluorooctanoic acid (PFOA)	W	
58	85-01-8	Phenanthrene	B(M,F),S	
59	129-00-0	Pyrene	B(M,F),S	
60	56038-13-2	Sucralose	W	
61	57-68-1	Sulfamethazine	W	
62	5915-41-3	Terbutylazine	W	
63	30125-63-4	Terbutylazine-desethyl	W	
64	79-94-7	Tetrabromobisphenol A (TBBP-A)	W	
65	1335-88-2	Tetrachloronaphthalene	W	
66	2227-13-6	Tetrasul	W	
67	1321-65-9	Trichloronaphthalene	W	
68		Triphenyltin compounds (TPhT)	W,S	
69	55525-54-7	Urea, N,N'-bis[(5-isocyanato-1,3,3-trimethylcyclohexyl)methyl]	W	
70	7440-66-6	Zinc	W,S	
		ADDITIONAL SUBSTANCES		
		...		

(1) W - water; B - biota; S - sediment; M - mussels; F - fish.

(2) In case the price per group is provided, please, label the particular compounds belonging to this group with numbers (e.g. Substance^{G1}, Substance^{G2} etc.). In case the price per substance in different matrix differs this should be accounted for in a special budget line - Sample preparation cost.

Table 3: Non-target screening to be performed within NPMS and JOSS in the coastal, territorial and EEZ waters in water (56), sediment (35) and biota (30) samples; minimum criteria: At least one relevant reference about participation in an international interlaboratory comparison focused on non-target screening.

Non-target screening	Matrix ⁽¹⁾	Price per sample [USD] ⁽²⁾
GC-MS (EI,PCI,NCI)	W, B, S	
LC-HR-MS	W, B, S	

(1) W - water; B - biota; S - sediment; M - mussels; F - fish.

(2) Provide prices for ranges of numbers of identified substances (those not on the list of target and suspect substances in Annex 1 and 2) in a sample - '0-100'; '100-500'; >500 substances - price per each additional 100 substances.

Table 4: Risk assessment of results obtained from environmental monitoring surveys by:

- (i) Deriving Predicted No-Effect Concentration (PNEC) values using advanced computer modeling techniques (e.g. Quantitative Structure Activity Relationship (QSAR) and Read-Across techniques);
- (ii) Collecting of existing ecotoxicological information from available databases and
- (iii) Applying appropriate assessment factors in the process of PNEC derivation.

PNEC derivation	Price per sample [USD]
0-100 substances	
100 - 500 substances	
>500 substances price per each additional 100 substances	

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
[Insert contact information as provided in Data Sheet]

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY¹⁴

(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

¹⁴ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee¹⁵

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

_____ [Bank's Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [Name and Address of UNDP]
Date: _____ ++++++
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of ITB requirements] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])¹⁶ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the goods and related services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2__, 20__ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

¹⁵ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹⁶ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 11: Contract



[General Conditions of Contract for Services](#)

Model Contract for Professional Services
between UNDP and a Company

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting¹⁷[dated.....], both documents not attached hereto but known to and in the possession of both parties.

¹⁷ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
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....
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....
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- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
-----------------	-----------

.....	.././....
-------	-----------

Final report	.././....
--------------	-----------

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

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

3. Price and Payment¹⁸

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

4. Special conditions¹⁹

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an

¹⁸ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

¹⁹ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

- 4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

- 4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.²⁰

²⁰ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.²¹

4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.²²

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

²¹ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

²² This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:	Fax:	Cable:
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For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:
Address:

Telex:	
Fax:	
Cable:	

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND TITLE]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

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

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as

confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

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

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

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive

damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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.

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

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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.