

REQUEST FOR QUOTATION (RFQ)

| UNDP Istanbul Regional Hub for | DATE: Monday, August 29, 2016 |
|------------------------------------|---|
| Europe and the CIS | REFERENCE: 2016/17/RFQ – Supply and Installation of Security |
| Key Plaza, 10 th floor | doors for the UNDP Regional Hub for Europe and the CIS in located |
| Abide-i Hürriyet Caddesi, İstiklal | at Key Plaza, Sisli, Istanbul, Turkey |
| Sokak No: 11; Şişli, 34381, | |
| Istanbul, Turkey | |

Dear Sir / Madam:

We kindly request you to submit your quotation for 2016/17/RFQ – Supply and Installation of Security doors for the UNDP Istanbul Regional Hub for Europe and the CIS in located at UNDP at Key Plaza, Sisli, Istanbul, Turkey, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached here to as Annex 2.

Queries may be submitted on or before **Thursday, September 08, 2016, 16:00 hours (Istanbul time)** electronically via e-mail to: procurement.irh@undp.org

Deadline for a submission of quotations —**Tuesday, September 20, 2016 16:00 hours (Istanbul time)** electronically via e-mail to: procurement.irh@undp.org

or

via delivery courier to: **Attention: Tugce Akpek -** UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Caddesi, İstiklal Sokak No: 11; Şişli, 34381, Istanbul, Turkey

It shall remain your responsibility to ensure that your quotation will reach the e-mail address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

| Exact Address of Delivery | UNDP Istanbul Regional Hub for Europe and the CIS | | | | |
|------------------------------|--|--|--|--|--|
| Location | Key Plaza, 10 th floor | | | | |
| | Abide-i Hürriyet Caddesi, İstiklal Sokak No: 11 | | | | |
| | Şişli, 34381, Istanbul, Turkey | | | | |
| Latest Expected Delivery | ☑ latest within 30 days from contract signature | | | | |
| Date and Time (if delivery | | | | | |
| time exceeds this, quote may | UNDP is looking for a maximum delivery and installation time of 30 | | | | |
| be rejected by UNDP) | (thirty) days at named place. | | | | |
| | | | | | |
| Delivery Schedule | ⊠Required | | | | |
| | | | | | |



| | Please be informed UNDP expects delivery and installation preferably on weekends. However, an exact schedule will be approved separately. | | | | | |
|--|--|--|--|--|--|--|
| Preferred Currency of Quotation ¹ | ⊠Local Currency : Turkish Lira (TRY) | | | | | |
| Deadline for the Submission of Quotation | Tuesday, September 20, 2016 16:00 hours (Istanbul time) | | | | | |
| Address to submit your quotation with supporting documents (in closed envelope) or via email | Delivery courier address: Attention: Tugce Akpek UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Caddesi, İstiklal Sokak No: 11; Şişli, 34381, Istanbul, Turkey | | | | | |
| | Email address: procurement.irh@undp.org | | | | | |
| All documentations shall be in this language | ⊠ English | | | | | |
| Documents to be submitted | ☑ Other: Turkish | | | | | |
| Documents to be submitted | □ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; | | | | | |
| | ☑ List and value of projects performed over the last 3 years with similar nature and complexity. | | | | | |
| | Technical Capacity for the Contract; | | | | | |
| | ☑ All relevant construction activities must be described, elaborated and quantified with the production and manpower along with a work plan. | | | | | |
| | ☑ Full compliance of Bid to the Technical Requirements; | | | | | |
| | ☑ Warranty on parts and services for a minimum period of <i>minimum</i> Five (5) Years from completion and acceptance of works by UNDP; | | | | | |
| | ☑ The Bidder shall give the name and address of each proposed main sub-contractor used in making up his bid, stating the portion of the work allocated to each as required. Only one subcontractor shall be named for each part of the work to be subcontracted. Electrical, mechanical and architectural sub-contractors will be evaluated. | | | | | |
| | ☑ Quality Certificates (ISO, etc., as applicable); | | | | | |

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¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.



| | ☑ Latest Business Registration Certificate / Tax Clearance of the Supplier (as available); | | | | |
|---|---|--|--|--|--|
| | ☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; | | | | |
| | ☑ Company Profile, which should not ideally exceed 5 pages, including printed brochures and product catalogues relevant to the goods/services being procured | | | | |
| | ☐ A reference letter shall be provided from the previous Clients. | | | | |
| Onsite Visit and Measurements | Bidding companies may request an onsite visit to make a physical assessment and collect relevant drawings for the required deliverables. The time and date for the onsite visit shall be scheduled by UNDP individually via email: procurement.irh@undp.org | | | | |
| Period of Validity of Quotes starting the Submission Date | ☑ 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation. | | | | |
| Partial Quotes | Not permitted Not | | | | |
| Payment Terms ² | □ 100% upon complete delivery and installation of services latest within 10 working days | | | | |
| Evaluation Criteria | ☑ Technical responsiveness/Full compliance to requirements and lowest price | | | | |
| Derson(s) to review (inspect) | ✓ Full acceptance of the Contract General Terms and Conditions Common Premises Services Coordinator | | | | |
| Person(s) to review/inspect/ approve outputs/completed | Security Specialist | | | | |
| services and authorize the | Operations Manager | | | | |
| disbursement of payment | | | | | |
| UNDP will award to: | ☑ One supplier (sub-contracting is permissible) | | | | |
| Type of Contract to be Signed | | | | | |
| Special conditions of Contract | ☐ Cancellation of Contract if the delivery/ is delayed. | | | | |
| | | | | | |
| Special Security Requirements | The contractor shall provide CV (s) of the the staff to the UNDP offices for clearance. Only the person(s) who will be cleared by the UNDP will be acceptable for deployment. | | | | |



| Conditions for Release of | ☑ Written Acceptance of Services based on full compliance with | | | | | |
|---|---|--|--|--|--|--|
| Payment | RFQ requirements | | | | | |
| Value Added Tax on Price Proposal | ☐ must be exclusive of VAT and other applicable indirect taxes | | | | | |
| | Bidders shall take into account the following issues, while preparing their bids: UN and its subsidiary organs are exempt from all taxes. Therefore bidders shall prepare their bids excluding Value Added Tax (VAT). | | | | | |
| | It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance's General Communiqués and all other related legislation. | | | | | |
| Annexes to this RFQ | ☑ Specifications of the Services Required (Annex 1) | | | | | |
| | For detailed drawings please write to Ms. Tugce Akpek procurement.irh@undp.org to obtain them | | | | | |
| | ☑ Form for Submission of Quotation (Annex 2) | | | | | |
| | ☐ General Terms and Conditions / (Annex 3). | | | | | |
| | Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process. | | | | | |
| Deadline for submitting | Thursday, September 08, 2016 | | | | | |
| requests for clarifications/ questions | | | | | | |
| · | ⊠ English | | | | | |
| Language of the Quotation: | ☑ Others: Turkish | | | | | |
| Contact Person for Inquiries | Ms. Tugce Akpek, | | | | | |
| (Written inquiries only) ³ | Procurement Assistant | | | | | |
| | procurement.irh@undp.org | | | | | |
| | Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. | | | | | |

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³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



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

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

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

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, 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.

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

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

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

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

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

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



| Thank v | vou and w | re look | forward: | to receivin | g vour d | nuotation. |
|----------------|-------------|---------|----------------|---------------|----------|--------------------|
| I I I WI I I I | you alla vi | CIOOK | I O I VV G I G | CO I CCCIVIII | n your c | 4 a o ta ti o i i. |

Sincerely yours,

Andrey Pogrebnyak Operations Manager



Annex 1

TERMS OF REFERENCE

SUPPLY AND INSTALLATION OF SECURITY DOORS for the UNDP REGIONAL HUB FOR EUROPE AND THE CIS

Title of Activity:

Supply, delivery and Installation of Security doors for the UNDP Regional Hub for Europe and the CIS in located at UNDP at Key Plaza, Sisli, Istanbul, Turkey

Schedule and duration of services:

UNDP expects the services to be delivered latest within 30 days of contract signature.

Please be informed UNDP expects delivery and installation preferably on weekends. However, an exact schedule will be approved separately.

Location of Services:

Supply, delivery and installation shall be at the 10th floor, UNDP office in Key Plaza building:

UNDP Regional Centre for Europe and the CIS Key Plaza, Abide-i Hürriyet Caddesi, İstiklal Sokak No: 11, Şişli, 34381, Istanbul, Turkey

The Supplier will use the path instructed by the building management for the delivery of the materials. (Car Park -5 Floor)

Access to the site: The big trucks and T.I.R. are not allowed to access the Key Plaza Car Parking area, loading and unloading should be done with smaller vehicles as the Height of the car park entrance is 3.00 m max for big vehicles which are not loaded.

Background:

As in line with Safe-Haven project purposes UNDP IRH is seeking supply and installation of Security doors for its premises located at UNDP RBEC at Key Plaza, 10th Floor, Sisli, Istanbul, Turkey.

Currently the concerned space has a full time working offices.

Scope of Work:

- Supply and Installation of Security Doors For The UNDP Regional Hub For Europe And The Cis In Located At UNDP At Key Plaza, Sisli, Istanbul, Turkey
- The Contractor offered a highly skilled and experienced team of experts for successful accomplishment of services in each category, and appointed a Project Manager for overall coordination, who shall serve as UNDP's day-to-day primary contact.



- UNDP expects the services to be delivered latest within 30 days of contract signature.
- Please be informed UNDP expects delivery and installation preferably on weekends. However, delivery schedule will be approved separately

General

Furnish all blast resistant security assemblies as required.

- 1) Security Door Specifications:
 - a) Ballistic Safety Requirements: The doors and frame assembly should meet Bullet Resistant level of protection that will comply with one of these standards: European Standard DIN EN 1522,1523 (BR6, 7.62 x 51 NATO AP)
 - **b) UL Fire Rating Requirements:** The doors and frames assemblies should be UL fire rated for at least 1 hour.
 - c) Forced Entry Resistant Requirements: The doors should entail features and application to withstand a prolonged attempted forced entry.
 - d) Quality Assurance:
 - Experience: Work provided for this section should be designed and furnished by one manufacturer with at least five years of documented production of similar blast resistant units.
 - ii. Ballistic Test Requirements: Door/frame assemblies should be tested and must meet the level of protection specified in section <u>Ballistic Safety Requirements</u> by an independent laboratory to applicable aforementioned Standards.
 - iii. Fire Rating Test Requirements: Door/frame assemblies should be tested and must meet the level of protection specified in section <u>UL Fire Rating Requirements</u> by an independent laboratory.
 - iv. Forced Entry Resistant Test Requirements: The doors/frame should be tested and must meet the level of protection to prove resistance of security materials and systems for extended period of time against the following threats: <u>Ballistic Impact</u>, <u>Blunt Tool Impacts</u>, <u>Sharp Tool Impacts</u>, <u>Thermal Stress</u>, and <u>Chemical Deterioration</u>.
- 2) Submittals:
 - a) **Shop Drawings:** Shall include a Door and Frame Schedule identifying frame & door opening in relation to the required measurements, which will be collected during the site visit. Elevation drawings shall illustrate the frame profiles, sizes, anchor type, metal



thickness and metal type. The Shop Drawing must be submitted to end-user for approval prior to delivery.

- b) Ballistic Safety Compliance: The manufacturer of the door and frame assembly shall submit the independent test report from an accredited licensed agency. The test report information must specify compliance with the protection level specified under section <u>Ballistic Safety</u> <u>Requirements</u>.
- c) UL Fire Rating Compliance: The manufacturer of the door and frame assembly shall submit the independent test report from an accredited licensed agency. The test report information must specify compliance with the protection level specified under section <u>UL Fire Rating</u> <u>Compliance</u>.
- d) **Forced Entry Resistant Compliance:** The manufacturer of the door and frame assembly shall submit the independent test report from an accredited licensed agency. The test report information must specify compliance with the protection from specified threat for extended period of time listed under *Forced Entry Resistant Test Requirements*.

3) Steel Standards:

- a) ASTM A1008: Steel Sheet, Cold Rolled, Commercial Quality.
- b) ASTM A653: Galvanized Steel.
- c) ASTM A666: Stainless Steel Type 304 or 316.
- d) 500 Brinell hardness, 6mm thick, ballistic steel, BR6 standard.

4) Warrant:

All materials and workmanship shall be warranted by supplying company against any defects for a period of five (5) year from date of delivery to the job site.

Products

1) General Description and Quantity

Two items of manual horizontal metal bullet proof door systems, that may include the option of belt driven or chain driven operator in a form of a high speed pulley system as appropriate for the door size and weight.

Doors must be designed for manual operation and a smooth, safe door action. The whole structure must be firmly anchored to the building structure. The door is firmly anchored on all four sides. The profiles can be plugged into masonry or welded onto additional steel support beams.

On the outside the door should be flat without any handles, on the inside safe side an appropriate handle should be mounted for smooth and quick door action. The closing device and the shoot bolt must be sturdy and use high-grade materials to support/prevent the aforementioned ballistic and forced entry attempts.

2) Materials

Bullet resistant door/frame/ locks assemblies shall be manufactured with materials consistent



with withstanding the ballistic, fire, and force entry threat specified under section Quality Assurance.

3) Construction

- a) Products shall comply with applicable Quality Assurance requirements.
- b) All work shall be strong rigid and neat in appearance; square, true and free of defects, warp or buckle.
- c) Frames shall have trim faces welded and finished smooth.
- d) All doors/frames/locking mechanism (and potential additional metal beams) are to be thoroughly cleaned and phosphates to inhibit corrosion.
- e) Doors and frames are to receive on coat of gray rust inhibiting prime primer.
- f) There will be no exposed fasteners on the threat side of the opening. Glazing will be mounted from the secure side of the opening.
- g) Door/frame/locking mechanism assemblies will be manufactured in strict accordance with designs and specifications used to fabricate units tested by an independent laboratory as required under the Quality Assurance portion of this section.

Onsite Visit, Measurements and Drawings

Bidding companies may request an onsite visit to make a physical assessment and collect relevant drawings for the required deliverables. The time and date to for the onsite visit shall schedule by UNDP individually via email: procurement.irh@undp.org

Shipping and Handling

Door and frames will be crated for shipment as per (standard) domestic shipping procedures.

Doors and frames to be inspected upon delivery for any damage. Any refinished minor damages may be field repaired provided it meets the acceptance Quality Assurance standards.

General Site and Work Conditions

Measures to be taken

The Contractor is responsible for taking all measures regarding Health and Safety, security of the site for the security and health of the staff in line with the Health and Safety legislations of Ministry of Labor and Social Security. The Contractor will also be responsible for taking all measures regarding fire safety of the construction and Project. In addition, the Contractor shall take all measures as issued by the building management.



Key Staff of the Contractor and/or Sub-Contractors will not be allowed to the building without any permission. The Contractor will be responsible for the injuries of technical staff and 3rd party labors. The Contractor will protect all materials on the site from the bad weather conditions and environmental aspects.

Construction and Site Rules

The Contractor shall gather all information of the site, check all dimensions and building survey shall be prepared.

If there are defects that occur or faults observed, the Contractor will re-construct the Works in line with the technical specifications and projects.

Upon request from UNDP, the Contractor shall provide mock-ups of locations and the Contractor will only be allowed after the approval the Engineer.

Even if this technical specification does not specify, all specifications published by the Ministry of Environment and Urbanization will be an attachment to this technical specification and the Contractor will be responsible regarding adherence to it.

Works which are not specified in the technical specifications and drawings will be implemented in accordance with the UNDP's instructions.

If there will be any discrepancy between the documents and the technical specifications, the instructions of the Engineer will be valid.

If there will be any changes demanded in the Project, on condition of science and craft rules, the Project will be renovated. The Renovation Project will be submitted to the Engineer's approval and no extra cost will be demanded by the Contractor.

The Contractor shall submit shop drawings and information of manufacturers to the UNDP's approval. The contractor will not be allowed to use any documents besides contract documents.

Materials specified in the technical specifications and drawings will only be changed, if there will be better materials proposed by the Contractor without any additional cost with the consent of UNDP.

The Contractor will perform all tests at the laboratories approved by the Ministry of Environment and Urbanization and the Engineer, at his own cost.

If there will be any variations requested, the Contractor shall submit to UNDP and obtain the approval of UNDP for the subject variation. If any incongruity will be noted, the Contractor shall be responsible to rectify the defect within 7 days after the UNDP's instructions.

The Contractor and/or Sub-Contractors will not be allowed to use any other locations beside construction site for the construction Works or material storage. If the Contractor is obliged to use other areas, the UNDP's consent will obtained. Any defects that occur during this time, the Contractor shall rectify the defects at his own cost.

All materials will be stored at the construction site. Flammable and Dangerous materials will be stored outside the building and implementation of these Works will be performed on the same day. In line with the waste management plan, the Contractor will remove the rubbish from the site in accordance with the route



instructed by the building management. Dust and wastes will be removed from the site and will be dumped to the locations approved by the municipality.

The Construction site will be kept clean at all the times.

Cutting Works will be implemented at the areas instructed by the building management. Before each cutting Works, the Contractor will obtain approvals of the building management and UNDP. During welding Works, the Contractor shall take necessary precautions. Welding Works shall only be performed by a welder with a welding certificate. During the welding Works, the Contractor shall always keep a fire blanket and fire extinguisher available.

Existing architectural, electrical and mechanical materials will be protected by the Contractor during construction Works. If any damage occurs to the existing materials, the Contractor will rectify the damage at his own cost.

During construction Works, the Contractor will use the path instructed by the building management for the arrival of the materials. Electricity, water, equipment and illumination necessary for the construction will be coordinated with the building management by the Contractor.

If any fire etc. occurs, the Contractor will immediately inform the building management staff and UNDP.

If the Contractor demands to enter the site beside the allowed working hours, building management and UNDP will be informed and approval will be taken.

All the Contractor's staff will leave the site beside the allowed working hours. No accommodation will be allowed inside the building. The Contractor will obey the building rules.

If there will be any holes demanded to bore at the floor, the Contractor will submit his demand to the Engineer's and building management's approval.

The Contractor shall not puncture any hole at the exterior walls of the building. The Contractor shall not damage any common areas during the connection of the materials. If there will be any damage that occurs, the Contractor will rectify the damage at his own cost.

The Bill of Quantities (provided separately for each main area of work in Annex 2 to this RFQ) is the document containing an itemized breakdown of the works to be carried out in a unit price contract, indicating a quantity for each item and the corresponding unit price. The quantities set out in the Bill of Quantities are estimated quantities. The amounts due shall be determined through the measurement of the actual quantities of the works executed and by applying the unit rates to the quantities actually executed for the respective items.

The prices inserted in the Bill of Quantities are to be the full inclusive values of the works described under the items, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.



In the bill of quantities, rates and prices shall be entered by the Contractor in the appropriate columns in New Turkish Liras (TRY). In the Unit Price column in the Bill of Quantities Unit Rates shall include the overheads. "Overheads" shall be deemed to cover:

Profit, Head Office charges, Site Supervision and Site Staff costs and expenses, Transport of labour and travelling allowances; Use of protective clothing or equipment, Any statutory or incidental charges levied on the employment of labour, Overtime, unless specifically ordered or subsequently sanctioned in writing by the Engineer, Time lost due to inclement weather, Insurances of whatsoever nature, Holiday and sickness pay or benefits, Use, repair and sharpening of small tools, All non-mechanically operated equipment, erected scaffolding, staging and trestles, protective clothing, artificial lighting, storage facilities and the like that may be in general used on the site, All other liabilities and obligations whatsoever.



Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁴ (This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁵)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. 2016/17/RFQ:

TABLE 1: Offer to Specifications and Requirements

(Please also fill in Bill of Quantities provided as Table 3 in excel format below and separately)

| No. | Description of Services | Total Costs in Turkish Lira |
|-----|---|-----------------------------|
| 1. | Architectural works | |
| 2. | Electrical Works | |
| 3. | Ballistic door works | |
| | Total Price of Services | |
| | Add: Other Charges (pls. specify) | |
| | Total Final and All-Inclusive Price Quotation | |

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

| Other Information pertaining to our | Your Responses | | | | |
|--|---------------------|----------------------------|--|--|--|
| Quotation are as follows : | Yes, we will comply | No, we cannot comply | If you cannot comply, pls. indicate counter proposal | | |
| Ability to provide all services specified in | | | | | |
| Annex 1 | | | | | |
| Compliance with delivery and installation | | | | | |
| deadlines and conditions set by UNDP. | | | | | |
| Validity of Quotation | | | | | |
| All Provisions of the UNDP General Terms | | | | | |
| and Conditions (Annex 3) | | | | | |

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

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

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁴ This serves as a guide to the Supplier in preparing the quotation and price schedule.



TABLE 3: Form for Submitting Supplier's Quotation

Table 3 of Annex 2: **Bill of Quantities**

| | UNDP ŞİŞLİ KEY PLAZA 10. | (AT İSLFI | RI/WORKS | | |
|------|--|-----------|----------------------------|------------------|---------------------|
| | ONDI ŞIŞLI KETTEMEN TÜR | | ., | | |
| NI - | | Miktar / | Disiss / Hait | Birim Fiyat/Unit | Toplam Fiyat/ Total |
| No | İş Tanımı (Work description) | Quantity | Birim / Unit | Price (TRY) | price (TRY) |
| 1. | Mimari İşler/ Architectural works | 1 | 1 | | 0.00 \$ |
| 1.1 | Mevcut Alçıpan tavan kırımı ve tamiratı (breaking and fixing of | 1 | Paçal / lot | TRY - | TRY - |
| 1.1 | current gypsum ceiling) | 1 | Paçai / 10t | IKY - | IKT - |
| | Mevcut Alçıpan tavanda bulunan dedektör, müdahale | | | | |
| 1.2 | kapağı,aydınlatma ,sprinkler gibi aletlerin gerekiyorsa | 1 | talum / sat | TRY - | TRY - |
| 1.3 | kaydırılması Boya Revizyonu (paint revision) | | takım / set takım / set | TRY - | TRY - |
| 1.5 | Temizlik İşleri/Mevcut alanların karton ile kaplanması (cleaning | | takiiii / Set | INI - | INI - |
| 1.4 | and protecting works) | 1 | takım / set | TRY - | TRY - |
| 2. | Elektrik işleri/ Electrical Works | | tuiiii, sec | | TRY - |
| | Elektrik igieriy Electrical Works | | | | 1 |
| | Giriş kapısı yanı acil çıkış butonları,master switchin kaydırılması / | | | | |
| 2.1 | shifting of emergency exit and master switch buttons | 2 | adet /each | TRY - | TRY - |
| | Mevcut kartlı geçiş sistemlerinin yangın kapısına kurulumu / | - | auct / cacii | | |
| 2.2 | installation of current card passage systems to fire doors | 1 | adet /each | TRY - | TRY - |
| 2.2 | Yangın kapısı kart okuyucunın kaydırılması / shifting of fire door | 1 | auet /eacii | 11(1) | - |
| 2.3 | card reader | 1 | adet /each | TRY - | TRY - |
| 2.4 | Gizli kamera/ consealed camera | | adet /each | TRY - | TRY - |
| 2.5 | 4lü DVR (Uzaktan izlemeli) (remote view) 4 port DVR | | adet /each | TRY - | TRY - |
| 2.6 | CCTV RG59 kablo / cable | | takım / set | TRY - | TRY - |
| 2.7 | | | | TRY - | TRY - |
| | 12 V DG güç kaynağı / power source 17B Harddisk | | adet /each | | t |
| 2.8 | | | adet /each | TRY - | |
| 2.9 | 9.5 inch ekran / screen | | adet /each takım / set | TRY - | TRY - |
| 2.10 | 2x0,75 mm2 ses kablo /sound cable Uzak erişim için Network kablo (Cat 6) / remote access network | | takim / set | TRY - | TRY - |
| 2.11 | cable | , | takım / set | TRY - | TRY - |
| 2.12 | Master switch | | adet /each | TRY - | TRY - |
| 2.12 | Security safe lock yangın kapısı için / for fire door | | adet /each | TRY - | TRY - |
| 2.13 | 24V DC Röle | | adet /each | TRY - | TRY - |
| 3. | | 1 | auet /eacii | INI - | TRY - |
| э. | Kurşun geçirmez kapı İşleri / Bullet proof door works | | 1 | | IKT - |
| l | Giriş kapısının ofis içi tarafına (çift kanat, 210x215 cm) kurşun | | | | |
| | geçirmez cam pencereli 180 derece açılan bir kapı yapılması / a | | | | |
| 2.1 | door which can be opened 180 degrees with bulletproof glass to | ١ , | adat /aash | TRY - | TRY - |
| 3.1 | be installed to the inner part of the office entrance door (double | 1 | adet /each | TRY - | IKY - |
| | Giriş kapısı üzeri alçıpan tavan içinin kurşun geçirmez sac panel | | | | |
| 3.2 | ile kapatılması / Coverage of gypsum ceiling interior at the upper part of the entrance door with metal panel | , | m2 | TRY - | TRY - |
| 3.2 | part of the entrance door with metal panel | | 1112 | INI - | INT - |
| | Giriş kapısı yanına yeni kapı için çelik profil yapılması / Building a | | | | |
| 3.3 | steel profile for the new door next to the enterance door | 1 | takım / set | TRY - | TRY - |
| | Mevcut yangın kapısının kurşun geçirmez bir yangın kapısı ile | | | | |
| | değiştirilmesi / Replacement of current fire exit door with a | | | | |
| 3.4 | bulletproof fire exit door | 1 | adet /each | TRY - | TRY - |
| | Yangın kapısı ıüzeri alçıpan tavan içinin kursun geçirmez saç | | , | | 1 |
| | panel ile kapatılması / Coverage of gypsum ceiling interior of the | | 1 | | |
| 3.5 | fire exit door with metal panel | 2 | m2 | TRY - | TRY - |
| | Yangın kapısı etrafı alçıpan duvarların kurşun geçirmez sac panel | | | | |
| | ile kapatılması / Coverage of gypsum walls that are enclosing the | | 1 | | |
| 3.6 | fire exit door with bulletproof metal panel | 3 | m2 | TRY - | TRY - |
| | | • | | TOPLAM/TOTAL | |

^{*}Listede belirtilen miktarlar için sahada ölçü kontrolü yapılmalıdır. / listed quatities shall be measured in actuiality onsite

^{*}kablolama işleri için yerinde ölçü alınmalıdır. Cabling works shall be measured onsite
*2.3-2.10 maddeleri dışarıdan gizli kamera ile uzaktan izlemeli cctv sistemi içindir. Items 2.3-2.10 are for the external concealed cctv camera system

^{*2.11-2.13} maddeleri yangın kapısındaki kartlı geçiş sistemini acil durumda devre dışı bırakmak içindir. / Items 2.11-2.13 are for the fire door card passage system



Annex 3

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 subcontractors 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.
- 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, interalia 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.