



REQUEST FOR PROPOSAL (RFP)

UNDP Istanbul Regional Hub for Europe and the CIS Key Plaza, Abide-i Hürriyet Caddesi, İstiklal Sokak No: 11; Şişli, 34381, Istanbul, Turkey	DATE: October 10, 2016
	REFERENCE: 2016-21-RFP- Provision of Key Plaza Lobby Physical Security Upgrades

Dear Sir / Madam:

We kindly request you to submit your Proposal for “**Provision of Key Plaza Lobby Physical Security Upgrades**”.

Please be guided by the form attached hereto as **Annex 2**, in preparing your Proposal.

Proposals may be submitted on or before **Tuesday, November 01, 2016, 18:00 hours** and via courier mail to the address below:

United Nations Development Programme
Key Plaza, Abide-i Hürriyet Caddesi, İstiklal Sokak No: 11; Şişli, 34381, Istanbul, Turkey
Attn: Ms. Tugce Akpek

Your Proposal must be expressed in the **English**, and valid for a minimum period of **Sixty (60) days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

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 Proposal. 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 Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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 Service Provider to prevent and avoid 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, cost estimates, and other information used in this RFP.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Mr. Andrey Pogrebnyak
Operations Manager
10/10/2016

Description of Requirements

Context of the Requirement	This RFP concerns mainly provision of “Physical security upgrades for Key Plaza Lobby”
Brief Description of the Required Services	The required services are furnishing all physical security equipment and technologies assemblies in Key Plaza Lobby area, as stipulated in the Terms of Reference (TOR) given in Annex 5.
List and Description of Expected Outputs to be Delivered	<p>The expected output from the contract is the furnished KEY Plaza Lobby area through physical security equipment and technologies assemblies.</p> <p>The details of the work are given in Annex 5- Terms of Reference</p>
Person to Supervise the Work/Performance of the Service Provider	<p>Damjan Zgajner - Regional Security Advisor a.i. -</p> <p>Ali Celen - Regional Security Associate</p>
Frequency of Reporting	Daily
Progress Reporting Requirements	The Contractor will provide daily report to authorized UNDSS official stated above, as regard to progress of work at the end of each day.
Location of work	<input checked="" type="checkbox"/> Exact Address/es: Key Plaza, Abide-i Hürriyet Caddesi, İstiklal Sokak No: 11; Şişli, 34381, Istanbul, Turkey
Expected duration of work	2 (two) months following contract signature
Target start date	10 November 2016
Latest completion date	10 January 2017
Special Security Requirements	<input checked="" type="checkbox"/> List of Personnel to be vouched by company <input checked="" type="checkbox"/> Listed Personnel should carry ID Cards all the times <input checked="" type="checkbox"/> Batch cards for the building entry will be given to ID card holders
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Storage room will be provided for the construction equipment and materials, as appropriate
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required

	The offerors shall provide a detailed “Work plan” indicating the parts of work that is planned to be completed in each week as part of their technical proposals.
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Turkish Liras
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes It is the responsibility of the Offerors to learn from relevant Turkish Authorities the practice relating to issuance of invoices excluding VAT to UNDP IRH.
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted The offerors shall submit proposals for the whole requirement stipulated in the TOR given in Annex – 5.
Payment Terms	100% of the contract amount shall be paid within 30 days after acceptance and approval of the invoices by UNDP IRH to be issued by the Contractor, further to positive “Inspection and Acceptance Committee Report”.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<p>The works and services to be provided by the Contractor will be inspected by an “Inspection and Acceptance Committee” composed of members from UNDSS and UNDP IRH, to ensure that they fully comply with the requirements stipulated in the TOR given in Annex 5.</p> <p>The Contactor shall be entitled to payment only upon issuance of the positive inspection and acceptance report for all the works/ services</p>

	<p>stipulated in the Terms of Reference in annex 5, by “Inspection and Acceptance Committee”.</p> <p>In case that the Inspection and Acceptance Committee identifies an incompliance with the TOR and/or incomplete work as per the TOR, the Contractor shall not be entitled to receive any amount from UNDP IRH for the part of the works completed. In such case, the Contractor will be issued a notification to complete the work with a specific deadline and the Contractor shall complete the missing/incompliant parts within this stipulated timeframe. Only after completion of the works/services by the Contractor and their acceptance by the Inspection and Acceptance Committee that the Contractor will be entitled to payment.</p>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<p><input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p>The “grand total” to be quoted by the offerors in Section D- “Cost Breakdown per Deliverable” shall be the basis for financial evaluation.</p> <p>UNDP IRH reserves the right not to procure Bullet Resistant Guard Booth depending on the agreement with Turkish Authorities.</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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.</p>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 15%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 40%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 15%</p> <p>The offerors who could secure 70% of maximum attainable technical scores will be determined as Technically Qualified and their financial proposal will be opened.</p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.</p>

Submission of Proposals	The offerors shall submit their technical and financial proposals in separate sealed envelopes.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Form for Submitting Self-Declaration (Written Self-Declaration) (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <input checked="" type="checkbox"/> Detailed TOR (Annex 5)
Contact Person for Inquiries (Written inquiries only)	<p>Ms. Tugce Akpek Procurement Assistant procurement.irh@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Site Visit	<p>The offerors are strongly encouraged to perform a site visit to Key Plaza to assess the requirements in line with the TOR attached to this RFP.</p> <p>The Offerors are required to contact Ms. Tugce Akpek (email: procurement.irh@undp.org) for appointments to conduct site visits.</p> <p>UNDP IRH shall not be responsible for any cost to be incurred by the Contractor for not conducting a site visit and/or inadequate assessment of the requirements during the site visit. i.e. the Contractor shall not be entitled to any payment over and above the Lump Sum price quoted in response to this RFQ.</p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location]

[insert: Date]

To: Ms. Tugce Akpek,

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 10/10/2016, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List, as per Form for Submitting Self-Declaration given in Annex 3*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

appropriate to the local conditions and context of the work.
The Offerors shall also provide detailed drawings of the proposed work as well as the type, make up and brands of the materials to be used. The Offerors shall provide samples of the materials with their proposals, as applicable.

C. Qualifications of Key Personnel

The Offerors shall provide names and qualifications (through CVs) of the key personnel that will perform the services indicating who is Team Leader, who is the Architect, who is the engineer, who are supporting, etc.

The Offerors shall also provide written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables	Quantity	Unit	Unit Price (Turkish Liras)	Total Price (Turkish Liras) (Lump Sum, All Inclusive)
1	Key Plaza Lobby Physical Security Upgrades as per the TOR in Annex 5	1	EA		
2	Bullet Resistant** Guard Booth as per the TOR in Annex 5	1	EA		
	Grand Total *				

**The Contractor shall not be entitled to any payment over and above this amount for performance of the contract, for whatsoever reason.*

****UNDP IRH reserves the right not to procure Bullet Resistant Guard Booth depending on the agreement with Turkish Authorities.**

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

Form for Submitting Self-Declaration

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

We, the undersigned hereby declare that we are not in the removed or suspended ineligibility list of the UN, UN Procurement Division list 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.

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

³ *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*



Annex 4

General Terms and Conditions 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE

GENERAL

1.1 Scope

- a) **Scope of work:** Furnish all physical security equipment and technologies assemblies as required.
- b) **Ballistic Safety Requirements:** The security equipment with bulletproof characteristics should meet Bullet Resistant level of at least BR6 (AK-47, 7,62) protection that will comply with one of these standards:
- UL 752
 - National Institute of Justice
 - State Department SD-STD-02.01
 - ASTM F-1233
 - HP White Laboratories HPW-TP 0500.02
 - European Standard DIN EN 1063
 - British Standards Institution BS 5051
 - German Deutsche Institut fur Normung
- c) **UL Fire Rating Requirements:** The metal items / doors and frames assemblies should be UL fire rated for at least 1 hour.
- d) **Forced Entry Resistant Requirements:** doors, security glass structure, and masonry units should entail features and application to withstand a prolonged attempted forced entry.

1.2 Quality Assurance

- a) **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.
- b) **Ballistic Test Requirements:** The security equipment with bulletproof characteristics should be tested and must meet the level of protection specified in section Ballistic Safety Requirements by an independent laboratory to applicable aforementioned Standards.
- c) **Fire Rating Test Requirements:** Door and frame assemblies should be tested and must meet the level of protection specified in section UL Fire Rating Requirements by an independent laboratory.
- d) **Forced Entry Resistant Test Requirements:** Door/frame/security glass 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: Ballistic Impact, Blunt Tool Impacts, Sharp Tool Impacts, Thermal Stress, and Chemical Deterioration.

1.3 Submittals

- a) **Shop Drawings:** Shall include identifying a design that will include equipment listed under “Products” in relation to the required measurements, which will be collected during the site visit. Elevation drawings shall illustrate the overall concept and positioning of different products that will be used to protect the reception area (including sizes, anchor type, material thickness and type). The Shop Drawing must be submitted to end-user for approval prior to delivery.



b) **Ballistic Safety Compliance:** The manufacturer of the security equipment with bulletproof characteristics 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 Ballistic Safety Requirements.

c) **UL Fire Rating Compliance:** The manufacturer of the security equipment shall provide information on compliance with the protection level specified under section UL Fire Rating Compliance.

c) **Forced Entry Resistant Compliance:** The manufacturer the security equipment and/or masonry units/wall solutions shall provide information that will specify compliance with the protection from specified threat for extended period of time listed under Forced Entry Resistant Test Requirements.

1.4 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.

1.5 Warranty

All materials and workmanship shall be warranted by providing company against any defects for a period of one (2) years from date of delivery to the job site.

PRODUCTS

2.1 General Description and Quantity:

Supply and installation of bullet resistant reception area that will include the combination of Bullet Resistant Glass & Glazing, Bullet Resistant Fixed Windows, Ballistic Capture Frames, Bullet Resistant Fiberglass Panels, Bullet Resistant Door, and Stainless Steel Deal Trays. As indicated under the Submittals; the proposals for design and overall concept and positioning of different products that will be used to protect the reception area will be provided by the participating companies. For this purpose, the measurement will be collected during the on-site visit.

a) **Bullet Resistant Reception Areas:** Bullet resistant reception areas comprised of materials to ensure small arms protection; basically, design reception area which allow for personnel and customer friendly environment while at the same time protecting employee's/security guards from potential harmful situations; and allow them to trigger emergency procedures unharmed. The proposed solution may include a combination of following equipment:

- Bullet Resistant Laminated Glass & Glazing
- Bullet Resistant Fixed Windows
- Ballistic Capture Frames
- Metal Bullet Resistant Door
- Stainless Steel Deal Trays
- Glass-clad polycarbonate
- Bullet Resistant Fiberglass Panels
- Ballistic counters
- Masonry units/wall
- Natural voice ports & intercoms

b) **Bullet Resistant Guard Booth:** Bullet resistant booth approx. (3x3x4) meters, guarding area, comprised of materials that will ensure:

- Small arms protection (as specified above)
- Friendly materials that will seamlessly blend in with surroundings
- Allow the guards to observe the situation in the lobby area (180° view); while at the same time protecting them from being seen
- Allow for identified lighting and electrical outlets

The proposed solution may include a combination of following equipment:

- Bullet Resistant Laminated Glass & Glazing
- (Metal or Glass) Bullet Resistant Door
- Glass-clad polycarbonate
- Masonry units/wall
- Natural voice ports & intercoms

UNDP IRH reserves the right not to procure Bullet Resistant Guard Booth depending on the agreement with Turkish Authorities. In any case, the Offerors shall include it in their technical and financial proposals.

The Contractor will be informed by UNDP IRH on whether it will be procured or not, as soon as relevant consultations with Turkish Authorities are concluded.

c) **Design Options:** The design and material used must allow for a customer friendly environment while protecting employees from potential hostile intrusion and terrorism situations. Bullet Resistant Reception Areas must comprise of UL listed materials to ensure top quality and guaranteed protection.

2.2 Materials:

Bullet resistant materials assemblies shall be manufactured with materials consistent with withstanding the ballistic, fire, and force entry threat specified under section Quality Assurance. Metal assemblies shall be manufactured with materials consistent with Steel Standards; similarly, if masonry units will be implemented, it must meet the masonry standards to reflect Quality Assurance specifications.

2.3 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 equipment doors/frames/locking mechanism are to be thoroughly cleaned and phosphates to inhibit corrosion.
- e) Metal material to receive on coat of gray rust inhibiting prime primer.
- f) There will be no exposed fasteners on the threat side of the opening.
- g) Door/frame/locking mechanism/glass/masonry unit's 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 AND MEASUREMENTS

Bidding companies will be invited for the onsite visit to make a physical assessment and collect relevant data for the required deliverables. Time and date to be determined and shared accordingly.

REUSABILITY OF THE EXISTING EQUIPMENT

Existing security equipment and systems should be used and or integrated based on the compatibility assessment to achieve efficient integration and security operation in the overall security system.

**SHIPPING AND HANDLING**

- a) Equipment will be crated for shipment as per (standard) domestic shipping procedures.
- b) All equipment to be inspected upon delivery for any damage. Any refinished minor damages may be field repaired provided it meets the acceptance Quality Assurance standards.