



*Empowered lives.  
Resilient nations.*

# **INVITATION TO BID**

**UNDP-TUR-ITB(SR)-2017/08**

**Procurement of 4 Units of Hydrostatic Road Sweepers  
under  
“Strengthening Social Stability in Southeast Anatolia”  
Project**

**TURKEY**

**United Nations Development Programme**  
December, 2017

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

Ankara  
December 19, 2017

### **Procurement of 4 Units of Hydrostatic Road Sweepers in scope of “Strengthening Social Stability in Southeast Anatolia” Project**

Dear Madame/ Sir

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

This ITB includes the following documents:

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

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

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

United Nations Development Programme  
Yıldız Kule İş Merkezi; Yukarı Dikmen Mah. Turan Güneş Bulvarı, No:106 Çankaya Ankara 06550 Turkey  
Attention: Vural Dikmen, Procurement Officer

**The bid should be received by UNDP no later than Friday, 12 January 2018, 16:00, Ankara Time.**

Please confirm your interest to participate in this tender by sending an email with the reference "Invitation to Bid No: "UNDP-TUR-ITB(SR)-2017/08" to [sr.procurement.tr@undp.org](mailto:sr.procurement.tr@undp.org), preferably no later than Monday, 25 December 2017, 16:00, Ankara Time. The same email should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,



Usame Yalçın  
Assistant Resident Representative (ARR), UNDP  
(Operations)

## Section 2: Instruction to Bidders

### Definitions

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

activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

- n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

## A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interest's paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of

- Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

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

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

## **B. CONTENTS OF BID**

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

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

- 9.1 Bid Submission Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

## **10. Clarification of Bid**

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

## **11. Amendment of Bid**

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

## **C. PREPARATION OF BID**

### **12. Cost**

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

### **13. Language**

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

#### **14. Bid Submission Form**

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

#### **15. Technical Bid Format and Content**

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

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

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

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

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

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

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

## **16. Price Schedule**

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

## **17. Currencies**

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

- 17.1** UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in

accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per Data Sheet (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

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

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

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

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

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

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

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

and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

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

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

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

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

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

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

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

## **20. Alternative Bid**

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

## **21. Validity Period**

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

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

## 22. Bidder's Conference

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

## D. SUBMISSION AND OPENING OF BID

### 23. Submission

23.1 The Technical Bid and the Price Schedule must be submitted together and sealed together in one and the same envelope, delivered either personally or by courier. The Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

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

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

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

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

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

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

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

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

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

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

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

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

submission, for which the Bid shall be returned unopened to the Bidder.

#### **27. Confidentiality**

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

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

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

### **E. EVALUATION OF BID**

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

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

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

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

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

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

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;

- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

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

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

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

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

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

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

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

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

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

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

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

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

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

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

## **F. AWARD OF CONTRACT**

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

- 33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
- 33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/))

### **34. Award Criteria**

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

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

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

### **36. Contract Signature**

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

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

### **37. Performance Security**

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

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

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

### **39. Vendor Protest**

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

## Instructions to Bidders

### DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	"Strengthening Social Stability in Southeast Anatolia Region" Project (99640).
2		Title of Goods/Services/Work Required:	Procurement of 4 Units of Hydrostatic Road Sweepers for Hatay Municipality under "Strengthening Social Stability in Southeast Anatolia" Project.
3		Country:	Turkey
4a		Minimum PASS/FAIL Qualifying Criteria (Clauses 9.1 & 9.2)	<p>All criteria listed herein collectively serve as a non-discretionary "Pass/Fail" qualifying criteria that need to be fully met by the bidders. <u>Failure to meet any one of the criteria below constitutes a basis for disqualification of the bidder from further evaluation.</u> Please refer to Section 3.c "Minimum Qualification Requirements" for required documentation.</p> <ul style="list-style-type: none"> <li>• <b>PF1-Bidder</b> shall not be banned or restricted to bid for public tenders.</li> <li>• <b>PF2-Trade/Business</b> registry certificates and trade registry gazette(s) that demonstrate the year of establishment as well as the most current information on the shareholders and articles of association demonstrating that the bidder has at least 3 years of operation and experience.</li> <li>• <b>PF3-History of Litigation:</b> Non-performance of a contract did not occur within the last 3 years (2014, 2015, 2016 and onwards) prior to the deadline for submission of bid, based on all information on fully settled disputes or litigation. Ref. Section 6. Form 6.4.</li> </ul>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<ul style="list-style-type: none"> <li>• <b>PF4-</b> Original Bid Security, as stated in DS No. 9 of this ITB document, issued and filled according to the prescribed form in ITB Section 8.</li> <li>• <b>PF5-</b> Similar Experience Form (SEF), as provided in Section 6 (Form 6.3), demonstrating bidder's experience in undertakings of similar nature and scope. A bidder shall demonstrate that it has successfully completed <b>within last 3 years</b> (2015, 2016 and 2017) similar contracts, cumulative value of which is not less than the total offered price.</li> <li>• <b>PF6-</b> Assembly and/or Production Capacity Form (PCF), as provided in Section 6 (Form 6.6), demonstrating the manufacturer's (either the Bidder's own in case it is the manufacturer or the main manufacturer's in case the Offeror is only an authorized seller) capacity to deliver the vehicles within the delivery time. The manufacturer's annual assembly and/or production capacity should be at least <b>25 of vehicles considered to be related and relevant in accordance with Section 6, P.1.3 of this ITB.</b></li> <li>• <b>PF7-</b> Bidder shall have service (including training, aftersales services etc.) capacity in Turkey and indicate the service locations and their coverage area. (Section 6). A list of authorized services shall be provided (with addresses and telephone numbers).</li> <li>• <b>PF8-</b> Warranty and Guarantee period shall be as per ITB requirements and a statement issued for warranty and guarantee per ITB requirements shall be submitted.</li> <li>• <b>PF9-</b> The bidder must be an authorized dealer or authorized reseller or manufacturer. An Authorization certificate issued by the manufacturer of the goods subject to bid if the bidder is reseller, dealer, importer or</li> </ul>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>distributor of the goods.</p> <ul style="list-style-type: none"> <li>• <b>PF10</b>-Bidder's proposed delivery schedule is not later than the required latest delivery date. (Form 6.7)</li> <li>• <b>PF11</b>- Valid ISO 9001:2008 (or most recently available update) Quality Management systems certificate of the manufacturer.</li> <li>• <b>PF12</b>-Independently audited financial statements for 2017 and the last three full years (2016, 2015 and 2014), as submitted to the competent tax authority, demonstrating that the bidder's annual average turnover for the last 3 years is not less than 500.000,00 USD, (Section6: Form 6.1 and Financial Statements) and bidder's average quick ratio is not less than 0,8 for the last year (2017) or average of the last three full years (2016, 2015 and 2014).</li> </ul> <p>Please refer to Section 6: Form 6.1 and Financial Statements) upon which the Quick Ratio shall be calculated and must not be found to be less than 0,8 for the last year (2017) or average of the last three years (2014, 2015, 2016).</p> $\text{Quick Ratio} = \frac{\text{Current Assets} - \text{Inventory}}{\text{Current Liabilities}}$
4b	C.13	Language of the Bid:	<p><input checked="" type="checkbox"/> English The Bids shall be submitted in English. Meanwhile;</p> <ul style="list-style-type: none"> <li>• For local bidders based in Turkey, the supporting documents and printed literature may be submitted in Turkish language</li> <li>• For bidders from other countries, the supporting documents and printed literature furnished by the Bidder may be in a language</li> </ul>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			other than English or Turkish provided they are accompanied by a certified translation by a <b>sworn translator</b> , in which case, for purposes of evaluation of the bid, the English translation shall prevail.
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not Allowed <i>Bidders shall submit bids for all of the items listed in the ITB.</i>
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	Not applicable.
8	C.21.1	Period of Bid Validity commencing on the submission date	Min. 60 days <i>Bidders shall state the validity period of their bids on Bid Submission Form (ITB Section 4)</i>
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> <b>Required – PLEASE NOTE THAT THIS IS A MANDATORY REQUIREMENT AND IF THE BID SECURITY IS NOT FOUND DURING THE PUBLIC BID OPENING SESSION, THE BID SHALL BE REJECTED WITHOUT FURTHER CONSIDERATION OR EVALUATION.</b>  Amount: _____ minimum 10.000,00 USD Form: _____ Form for Bid Security (Section 8)
10	B.9.5	Acceptable forms of Bid Security	<input checked="" type="checkbox"/> Bank Guarantee (See Section 8 for template)
11	B.9.5 C.15.4 a)	Validity of Bid Security	<b>90 days from the last day of <u>Bid submission</u>.</b>  Bid Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages for delay	Liquidated damages for delay of delivery of

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>vehicles will be imposed under the following conditions:</p> <p>Liquidated damages will be imposed if the offeror failed to deliver goods, subject to bid, to UNDP in accordance with the Section 6, form 6.7; section 3 Technical Specification Table and Related Services Documents of this ITB.</p> <p>In case of delay on the delivery, the offeror shall be liable to pay to UNDP as penalty starting from the first calendar day of delay, at the rate of 0,5%, per each calendar day of delay calculated on the contract price. The sum of liquidated damages will be deducted from the final payment</p> <p>Next course of action: If the delivery of vehicles and related services (installation, training, start-up, etc.) delayed by 20 days, UNDP may consider termination of contract.</p>
14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount: 10% of the total contract amount Form: Bank Guarantee (see Section 9)
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <i>Any bids submitted in any other currency shall be converted to USD based on the applicable UN Operational Rate of Exchange valid on the date of deadline for the submission of the bids for the purpose of the evaluation.</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before bid submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Vural Dikmen Address: UNDP Country Office Yıldız Kule İş Merkezi; Yukarı Dikmen Mah. Turan Güneş Bulvarı, No:106 Çankaya Ankara 06550 Turkey  Fax No.:+90 312 496 1465

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>E-mail address dedicated for this purpose: sr.procurement.tr@undp.org</p> <p><i>This contact person and address is officially designated by UNDP. If inquiries are sent to other person(s) or address(es), even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.</i></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<p><input checked="" type="checkbox"/> Posting on the websites  www.undp.org  www.ungm.org  www.devbusiness.com  www.un.org.tr  www.tr.undp.org</p>
19	D.23.3	No. of copies of Bid that must be submitted	<p>Original: 1  Copies: 1</p> <p>Your bid, comprising of a Technical Bid and Price Schedule, should be submitted together in a <b>sealed envelope</b> indicating the tender reference:</p> <p><b>UNDP-TUR-ITB(SR)-2017/08</b></p> <p>Also 1 copy of the finalized (i.e. signed, initialled and stamped, as applicable) bid in a <b>USB Flash Drive in PDF format (incl. Bid Submission Form)</b>.</p>
20	D.23.1 b) D.23.2 D.24	Bid submission address	<p><b><u>REF: UNDP-TUR-ITB(SR)-2017/08</u></b>  <b><u>Attn: Vural Dikmen</u></b>  UNDP Country Office  15<sup>th</sup> floor  Yıldız Kule İş Merkezi;  Yukarı Dikmen Mah. Turan Güneş Bulvarı, No:106  Çankaya Ankara 06550 Turkey</p>
21	C.21.1 D.24	Deadline for Physical Delivery of the Bid to UN House in Ankara	<p>Date and Time :  January 12, 2017 4:00 PM</p>
22	D.23.2	Manner of Submitting Bid	<p><input checked="" type="checkbox"/> Courier/Hand Delivery</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Not applicable (electronic submissions are not allowed)
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: January 15, 2018 11:00 AM  Venue : UNDP Country Office Yıldız Kule İş Merkezi; Yukarı Dikmen Mah. Turan Güneş Bulvarı, No:106 Çankaya Ankara 06550 Turkey
25		Evaluation method to be used in selecting the most responsive Bid	Non-Discretionary "Pass/Fail" Qualifying Criteria as stated in Data Sheet Item No:4a; and Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	Relevant documents shall be submitted in accordance with the Pass/Fail Criteria stated in DS No: 4a
27		Other documents that may be Submitted to Establish Bidders Qualification	<ul style="list-style-type: none"> <li>• Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured with detailed information on bidder's local service capacity.</li> <li>• ISO14000:2004 (or most recently available update) Environment Management Systems Certificate.</li> <li>• Bank Reference Letters</li> </ul>
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	<ul style="list-style-type: none"> <li>• Bid Submission Form (Section 4)</li> <li>• Documents Establishing the Eligibility and Qualifications of the Bidder (<i>Use the form in Section 5 and include all mandatory attachments at the minimum</i>)</li> <li>• Technical Bid Forms (Section 6)</li> <li>• Price Schedule Form (Section 7)</li> <li>• Bid Security (Section 8)</li> </ul>
29	C.15.2	Latest Expected date for commencement of Contract	February 13, 2018

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
30	C.15.2	Maximum Expected duration of contract	100 days following contract signature by UNDP and the Contractor
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One Bidder</b>
32	F.34	Criteria for the Award and Evaluation of Bid	<p><b><u>Award Criteria for the bidders who met the minimum qualifying Pass/Fail criteria in DS 4.a and Section 3:</u></b></p> <p>Non-discretionary "Pass" or "Fail" rating on the contents of the Schedule of Requirements and Technical Specifications (i.e. The term "Pass" as used in this provision shall refer to the bidders' offered specifications without any "material deviation" as defined in Section 1 of this ITB).</p>
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> <b>Not Applicable</b>
34		Conditions for Determining Contract Effectivity	Receipt by UNDP of the performance bond according to DS No:14 and Section 9 and signature of Contract by both parties
35		Other Information Related to the ITB	<p>UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their quotations excluding Value Added Tax (VAT). But, as the vehicles will be handed over to the relevant beneficiaries, 'Special Consumption Tax' (ÖTV), shall be applicable for the vehicles which are subject to this Procurement.</p> <p>Therefore the bidders shall prepare their bids with prices exclusive of KDV (VAT) but <b>inclusive of ÖTV</b> (Special Consumption Tax in line with the local legislation), as applicable.</p> <p>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 as well as the same for ÖTV.</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
36		Payments	<p>Payment shall be affected by UNDP within 30 days upon issuance of positive "Inspection and Acceptance" Report by the Inspection and Acceptance Committee for all vehicles and upon acceptance and approval of the related invoice by UNDP.</p> <p>The invoices shall be issued by the Contractor upon acceptance of all vehicles.</p> <p>The contract amount will be paid within 30 calendar days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice.</p> <p>In case a local vendor established and operating in Turkey gets awarded the contract, the payment shall be affected in TL through conversion of the US\$ amount by the official UN exchange rate, valid on the date of money transfer. Otherwise, the payments shall be affected in US Dollars.</p>
37		Inspection and Acceptance	<ul style="list-style-type: none"> <li>• An inspection and acceptance committee composed of UNDP personnel and UNDP technical expert(s) will be established. Interim inspections and acceptance will be realized at the assembly location of the bidder and final delivery location(s).</li> <li>• The awarded contractor shall notify UNDP at least 1 week prior to the dates on which the vehicles will be ready for interim inspection and final check.</li> <li>• There shall be at least one authorized person from the company who is experienced in the said vehicle operations and functions during the interim inspection, final check and function tests</li> </ul> <p>- <u>Interim inspection and acceptance:</u> The Contractor shall assemble the vehicles for interim inspection and acceptance. Interim inspection and acceptance will be realized at the assembly location or parking area, having necessary equipment and machinery, of the bidder, latest</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>within 65 days respectively from contract signature. Following the inspection and confirmation of the technical compliance of the vehicles by 'Inspection and Acceptance Committee', the vehicles will be delivered to the addresses indicated in Sections 3.b below. If the inspection result is not compliant, vehicles shall be re-examined after the defects and deficiencies identified in the report are corrected.</p> <p>- <b>Final Inspection and Acceptance:</b> Final inspection and acceptance of all vehicles will be realized at the delivery locations designated in this ITB, latest within 70 days from contract counter-signature.</p> <ul style="list-style-type: none"> <li>• The contractor company shall cover the expenses of its own staff and equipment required for the interim inspection, final check and function tests</li> <li>• In case any of the vehicles listed in this ITB do not fully comply with the Technical Specification, the vehicles will not be accepted and received by the 'Inspection and Acceptance Committee' and the related payment will not be affected to the Contractor.</li> <li>• UNDP reserves the right to realize additional inspection(s) upon prior notification to contractor.</li> </ul> <p>Note: "Interim inspection and acceptance" may not be realized at the discretion of UNDP.</p>
38		JV / Consortium	JVs and Consortiums are <b>NOT</b> eligible to submit a bid for this procurement.

## Section 3– Schedule of Requirements and Technical Specifications

### Section 3a: Technical Specifications

#### ITEM 1

<b>Items to be supplied</b>		<b>Hydrostatic Vacuum Road Sweeper, 5m3</b>
<b>Quantity</b>		<b>2 (Two)</b>
<b>Related Services</b>		<b>As indicated in Section 3.b Related Services</b>
<b>Delivery Date</b>		<b>At most w/in 70 days upon counter-signature of contract</b>
<b>Other Information</b>		<b>N/A</b>
<b>Description/Specifications of Goods</b>		
<b>1.1</b>	<b>GENERAL</b>	<ul style="list-style-type: none"> <li>• These specifications cover the technical properties and equipment for hydrostatically driven compact vacuum road sweepers with a minimum of 5 m<sup>3</sup> capacity to be purchased by UNDP (United Nations Development Programme) to meet the needs of certain municipalities.</li> <li>• Properties subject to the specifications consist of engine, drive system, operator's cabin, vacuum and water tank, moving-sweeping and washing system, main measurements, weights and capacities, hydraulic system and controls etc. as well as various auxiliary equipment.</li> <li>• The year of manufacturing of the hydrostatically driven compact vacuum road sweepers to be offered shall not be older than the year when the offer is made.</li> <li>• The dimensions and axle weights of the vehicles to be offered shall not exceed the values specified in the relevant legislation and regulations.</li> </ul>
<b>1.2</b>	<b>ENGINE</b>	<ul style="list-style-type: none"> <li>• It shall have a 4-cylinder inline, 4-cycle, water cooled diesel engine with a minimum of 4,000 cm<sup>3</sup> and maximum of 5,000 cm<sup>3</sup> of volume.</li> <li>• The air supply system shall have a dry element type air filter and turbo or intercooler type.</li> <li>• The engine power shall be at least 150 HP and be generated at 2,750 rpm maximum.</li> <li>• Torque shall be at least 550 Nm and this level shall be achieved at 1,500 rpm at maximum.</li> <li>• The exhaust emission level shall be at least Euro-5.</li> <li>• The cooling equipment shall have at least a -25°C antifreeze mixture.</li> <li>• The fuel tank shall have at least 100-liter capacity.</li> </ul>
<b>1.3</b>	<b>HYDRAULIC SYSTEM</b>	<ul style="list-style-type: none"> <li>• The hydraulic system shall consist of a hydraulic pump, hydromotors, hydraulic and pneumatic cylinders, hydraulic tank suction and pressure pipes and hoses, hydraulic pneumatic control valves, safety valves and hydraulic filter etc.</li> </ul>

		<ul style="list-style-type: none"> <li>• The main functions of the vacuum sweeper such as moving, sweeping and sucking shall be done via hydraulic power and the hydraulic power shall be generated with the hydraulic pump(s) driven by the engine of the vehicle.</li> <li>• System controls shall be carried out via the control elements inside the operator's cabin and there shall be a warning system for the operator when oil or pressure is low in the hydraulic system.</li> <li>• The hydraulic tank shall have a level indicator and sufficient capacity and there shall be a replaceable element filter system in the hydraulic installation.</li> </ul>
1.4	<b>MOTION SYSTEM</b>	<ul style="list-style-type: none"> <li>• The motion system shall have hydrostatic properties, with a minimum of front or rear 4x2-drive and the required hydraulic power shall be generated by the hydraulic pump driven by the engine.</li> <li>• Selectable speed level is not mandatory; it shall reach the speed it can depending on the hydraulic flow and pressure allowed by the operator as well as the function and the road inclination.</li> <li>• The maximum travel speed shall be at least 40 kmh, the maximum sweeping speed shall be at least 15 kmh and it shall be able to provide complete sweeping while climbing on at least 20% inclination.</li> <li>• Axles shall be of the adequate capacity to easily carry the static and dynamic loads they will bear under moving and operating conditions.</li> <li>• The vehicle shall have 4 wheels, front and rear axle wheels shall be of the same size and made of pneumatic tire and also a complete spare tire of the same size with tire rim and rubber shall be provided.</li> <li>• In order to ensure the control of the brushes during operation, the steering wheel shall be on the right, double steering wheels or right-left sliding steering wheels may be preferred.</li> <li>• The steering wheel shall have hydraulic or hydrostatic properties, be able to steer front axle tires or four tires. The minimum turning circle diameter of the vehicle shall be 6,000 mm at most.</li> <li>• The service brake may be full dry air, hydraulic or hydrostatic and also there shall be a parking brake.</li> </ul>
1.5	<b>SWEEPING SYSTEM</b>	<ul style="list-style-type: none"> <li>• The sweeping system shall consist of sweeping brushes, suction nozzle and pipe, vacuum tank, external suction hose and pipe and a vacuum fan.</li> <li>• Sweeping brushes shall be 2+1 in the front, disc type with a minimum diameter of 800 mm and their rotation speed shall be between 0-150 rpm, adjustable and hydromotor driven. All controls shall be executed from the operator's cabin for</li> </ul>

		<p>adjusting the rotation speed of the brushes and the pressure they apply on the surface, raising and lowering the brushes, folding them in, releasing them out, moving the front brush to left and right and getting it to the sweeping or travelling position.</p> <ul style="list-style-type: none"> <li>• The suction nozzle shall be at least 750 mm wide, made of stainless material, dirt collected at the suction nozzle with the help of the sweeping brushes shall be vacuumed through the suction pipe into the vacuum tank using the vacuum generated by the vacuum fan. The diameter of the suction pipe shall be at least 200 mm. The suction nozzle shall be kept at a certain suction height with a special suspension system, its height shall be adjusted pneumatically depending on the size of the material being sucked. Lowering the suction nozzle to the desired level and taking it to the travel position shall also be done from the operator's cabin.</li> <li>• The vacuum tank (garbage suction tank) shall have at least 5 m<sup>3</sup> of capacity, made of stainless material, shall have a minimum of 850 mm unloading height. Necessary measures shall be taken in order to keep the balance of the vehicle during unloading and in case of a system failure, unloading shall be done via the manually controlled hydraulic installation.</li> <li>• The vacuum required for suction shall be generated via the hydromotor driven vacuum fan. The vacuum fan shall be corrosion-resistant and multi-bladed and shall operate inside a separate container to ensure safety. The capacity shall be at least 225 m<sup>3</sup>/h and the fan speed shall be adjustable from the operator's cabin.</li> <li>• To clean areas where the vehicle cannot enter, or the brushes cannot approach, there shall be an external suction hose system. This external suction hose system shall be connected directly to the vacuum tank. The hose diameter shall be a minimum of 125 mm and mounted on a proper place on the garbage chamber with suction nozzle and fasteners.</li> </ul>
1.6	<b>PRESSURIZED SYSTEM</b>	<b>WATER</b> <ul style="list-style-type: none"> <li>• It shall consist of a high-pressure pump, spraying tips, washing gun outlet, clean water tank and high pressure installation.</li> <li>• The clean water tank shall be made of stainless material and shall have at least 600-liter capacity.</li> <li>• The high-pressure pump shall have a minimum of 100 bar pressure and at least 25 liter/minute flow rate.</li> <li>• In order to prevent dust generation while sweeping, each sweeping brush shall have at least one pressurized water spraying tip and it shall wet the area which the brush will sweep.</li> </ul>

		<ul style="list-style-type: none"> <li>To clean various surfaces in the way of the route being swept as well as the sweeper itself; there shall be a washing gun with a hose drum and hose connected to the high-pressure outlet of the vehicle, located in a proper place on the vehicle.</li> </ul>
<b>1.7</b>	<b>OPERATOR'S CABIN</b>	<ul style="list-style-type: none"> <li>The operator's cabin shall have sound and heat insulation, right-left doors, with windows in the front and both sides.</li> <li>There shall be an air conditioner (A/C) and cabin heater or radiator inside the cabin. Ventilation shall have an electric motor fan and shall be interior-exterior alternating, orientable and selectable with multiple outlets and there shall be anti-mist outlets for the windows.</li> <li>There shall be right and left outside rear-view mirrors and a mirror for checking the brush as well as washers and wipers for the front windshield.</li> <li>The operator's seat shall have adjustable front-back-height and backrest and air or mechanic suspension. If the seat has a mechanic suspension, there shall be a weight setting. Operator's seat shall be on the right and there shall be a second seat on the left. If there is an option for operating from both sides, the second seat shall also have the same properties. Both seats shall have three-point and automatic retreating seat belts.</li> <li>The dashboard shall have a digital LCD screen or be analog, there shall be indicators or warning lights about the functions. Controls for the functions shall be joystick controls.</li> <li>There shall be a radio/CD/MP3 player (may have different functions), a horn and an audible warning device, internal cabin lighting and other installations.</li> </ul>
<b>1.8</b>	<b>ELECTRICAL INSTALLATION AND LIGHTS</b>	<ul style="list-style-type: none"> <li>The electricity system shall be 12 or 24 Volt DC, accumulators and alternators of sufficient capacity shall be ensured.</li> <li>It shall have external front and rear lighting compliant with the Regulation on Road Traffic. (Parking and signal lamps, headlights in the front; parking, brake, signal lamps in the rear etc.).</li> <li>There shall be rotating yellow or orange lamps on the front and rear sides of the ceiling, as well as brush projectors for the night-time works.</li> </ul>
<b>1.9</b>	<b>MAIN MEASUREMENTS AND WEIGHT</b>	<ul style="list-style-type: none"> <li>Vehicles shall have a maximum length of 6,250 mm with the third brush, maximum width shall be 1,900 mm and maximum height shall be 2,750 mm, while the maximum wheel base shall be 2,500 mm.</li> <li>The empty weight shall be a maximum of 6,000 kg, while the loaded weight shall be a maximum of 12,000 kg.</li> </ul>
<b>1.10</b>	<b>PAINTING-INSCRIPTIONS AND EMBLEMS</b>	<ul style="list-style-type: none"> <li>Vacuum road sweepers shall be painted white as the company standard.</li> <li>On the vacuum road sweepers, there shall be inscriptions</li> </ul>

		and emblems requested by requiring municipalities and UNDP, its material properties, place and size shall be specified during the checks.
<b>1.11</b>	<b>TRAINING</b>	<ul style="list-style-type: none"> <li>• After the final checks and final acceptance inspections, if the vehicles are found to be compliant, persons that will be appointed to use these vehicles shall be given free training by your company on the operation of the said vehicles and equipment on a date and address announced by the requiring entity.</li> <li>• Considering the user changes, training CD shall be generated and two copies shall be furnished along with each vacuum road sweeper.</li> </ul>
<b>1.12</b>	<b>FILES AND DOCUMENTS AND TOOLKITS TO BE PROVIDED ALONG</b>	<ul style="list-style-type: none"> <li>• Together with the vehicles; conformity certificate, warranty certificate, user and maintenance manual as well as warranty certificates and user manuals for the various installations used (Radio/CD/MP3 player, air conditioner etc.) shall be provided.</li> <li>• Together with the vehicle, company standard toolkits required for operator level maintenance shall be provided. Contents of these toolkits shall be specified in the offer.</li> <li>• In addition to these toolkits, the following toolkits shall be provided for each vehicle. <ul style="list-style-type: none"> <li>- 1 unit of First Aid Kit together with its contents (shall comply with the First Aid Kit contents list specified in the article 1.15 at the end of the specifications)</li> <li>- 1 unit of ABC type KKT fire extinguisher with 6 kg capacity,</li> <li>- 1 unit of complete spare tire, (with tire rim and rubber)</li> <li>- 1 unit of washing gun and hose, (Mounted on the vehicle)</li> <li>- 1 unit of tank filling hose,</li> <li>- 1 unit of hydrant key,</li> <li>- 2 sets of spare sweeping brushes. (Of the same diameter and properties as the one mounted on the vehicle.)</li> </ul> </li> </ul>
<b>1.13</b>	<b>WARRANTY</b>	<ul style="list-style-type: none"> <li>• The vehicles in question shall have warranty for at least 3 years against defects in material and workmanship. The commitment prepared by the manufacturer regarding the warranty shall be in the bid dossier and the requiring entities shall each be given one copy at the final acceptance of the vehicles.</li> <li>• The Warranty shall start on the date when the requiring entities receive the vehicles and provisions in the Warranty Regulation shall apply regarding the warranty.</li> <li>• A commitment shall be provided to supply spare parts for a fee for 7 years after the expiry of the warranty period.</li> <li>• Periodic maintenance intervals and fees shall be prescribed in the bid; maintenance shall be executed in the requiring entity's site during the warranty period and the first maintenance shall be free of charge except consumables.</li> <li>• The security amount specified for the warranty liability and the lien period shall be determined by UNDP and this period shall not exceed the warranty period.</li> </ul>

1.14	<b>QUALITY AND REFERENCE DOCUMENTS</b>	<p>Bidders must provide in addition to other documents requested during the bidding process, the following regarding the vacuum road sweepers they will offer:</p> <ul style="list-style-type: none"> <li>• Detailed brochure or catalog, (Turkish or English)</li> <li>• Authorized Seller certificate,</li> <li>• A list of authorized services, (with addresses and telephone numbers)</li> <li>• Sales reference list, (sales outside Turkey shall also be accepted.)</li> </ul>
1.15	<b>OTHER ISSUES</b>	<ul style="list-style-type: none"> <li>• Requiring municipalities and the number of vehicles to be purchased for these municipalities shall be specified during the invitation to tender, however it will be finalized during the contract phase depending on the sufficiency of the funds to be allocated.</li> <li>• The delivery places of the vehicles are the addresses announced by the requiring entities.</li> <li>• Vehicles shall be dispatched by your company to the addresses specified by requiring municipalities, all risks will be undertaken by your company until their final acceptance is completed and they are delivered to the municipalities.</li> <li>• Training on the vehicles shall be provided on the date and addresses specified by the municipalities to which the vehicles were delivered.</li> <li>• Fuel tanks and urea tanks, if any, of the vehicles shall be full when they are delivered.</li> <li>• Detailed responses shall be given to all clauses in the specifications for the offered vehicles.</li> <li>• Contents of the first aid kit to be provided together with the vacuum road sweepers shall be in accordance with the <b>First Aid Kit Contents</b> list given below.</li> </ul> <p><b>FIRST AID KIT CONTENTS</b>  2 units of Large Gauze (10 cm x 3.5 m)  box of Absorbent Sterile Gauze (10x10 cm, 50 pieces)  units of Triangular Bandage  1 unit of Antiseptic Solution (50 ml)  1 unit of Plaster (2 cm x 5 m)  units of Safety Pins  1 unit of Small Scissors (stainless)  1 unit of Esmark Bandage  1 unit of Tourniquet (At least 50 cm woven fabric)  units of Band-aids  1 unit of Aluminum Thermal Blanket  pairs of Medical Gloves  1 unit of Flashlight</p>

## ITEM 2

<b>Items to be supplied</b>		<b>Hydrostatic Vacuum Road Sweeper, 2m3</b>
<b>Quantity</b>		<b>2 (Two)</b>
<b>Related Services</b>		<b>As indicated in Section 3.b Related Services</b>
<b>Delivery Date</b>		<b>At most w/in 70 days upon counter-signature of contract</b>
<b>Other Information</b>		<b>N/A</b>
<b>Description/Specifications of Goods</b>		
<b>2.1</b>	<b>GENERAL</b>	<ul style="list-style-type: none"> <li>• These specifications cover the technical properties and equipment for hydrostatically driven compact vacuum road sweepers with a minimum of 2 m<sup>3</sup> capacity to be purchased by UNDP (United Nations Development Programme) to meet the needs of certain municipalities.</li> <li>• Properties subject to the specifications consist of engine, drive system, operator's cabin, vacuum and water tank, moving-sweeping and washing system, main measurements, weights and capacities, hydraulic system and controls etc. as well as various auxiliary equipment.</li> <li>• The year of manufacturing of the hydrostatically driven compact vacuum road sweepers to be offered shall not be older than the year when the offer is made.</li> <li>• The dimensions and axle weights of the vehicles to be offered shall not exceed the values specified in the relevant legislation and regulations.</li> </ul>
<b>2.2</b>	<b>ENGINE</b>	<ul style="list-style-type: none"> <li>• It shall have a 4-cylinder inline, 4-cycle, water cooled diesel engine with a minimum of 2,500 cm<sup>3</sup> and maximum of 3,500 cm<sup>3</sup> of volume.</li> <li>• The air supply system shall have a dry element type air filter and turbo or turbo-intercooler type.</li> <li>• The engine power shall be at least 70 HP and be generated by a maximum of 3,000 rpm.</li> <li>• Torque shall be at least 250 Nm and this level shall be achieved with a maximum of 2,000 rpm.</li> <li>• The exhaust emission level shall be at least Euro-3 (Tier-III).</li> <li>• The cooling equipment shall have at least a -25°C antifreeze mixture.</li> <li>• The fuel tank shall have at least 60-liter capacity.</li> </ul>
<b>2.3</b>	<b>HYDRAULIC SYSTEM</b>	<ul style="list-style-type: none"> <li>• The hydraulic system shall consist of a hydraulic pump, hydromotors, hydraulic and pneumatic cylinders, hydraulic tank suction and pressure pipes and hoses, hydraulic pneumatic control valves, safety valves and hydraulic filter etc.</li> <li>• The main functions of the vacuum sweeper such as moving, sweeping and sucking shall be done via hydraulic power and the hydraulic power shall be generated with the hydraulic pump(s) driven by the engine of the vehicle.</li> <li>• System controls shall be carried out via the control elements</li> </ul>

		<p>inside the operator's cabin and there shall be a warning system for the operator when oil or pressure is low in the hydraulic system.</p> <ul style="list-style-type: none"> <li>• The hydraulic tank shall have a level indicator and sufficient capacity and there shall be a replaceable element filter system in the hydraulic installation.</li> </ul>
2.4	<b>MOTION SYSTEM</b>	<ul style="list-style-type: none"> <li>• The motion system shall have hydrostatic properties, with a minimum of front or rear 4x2-drive and the required hydraulic power shall be generated by the hydraulic pump driven by the engine.</li> <li>• Selectable speed level is not mandatory; it shall reach the speed it can depending on the hydraulic flow and pressure allowed by the operator as well as the function and the road inclination.</li> <li>• The maximum travel speed shall be at least 25 km/h, the maximum sweeping speed shall be at least 6 km/h and it shall be able to provide complete sweeping while climbing on at least 20% inclination.</li> <li>• Axles shall be of the adequate capacity to easily carry the static and dynamic loads they will bear under moving and operating conditions.</li> <li>• The vehicle shall have 4 wheels, front and rear axle wheels shall be of the same size and made of pneumatic tire and also a complete spare tire of the same size with tire rim and rubber shall be provided.</li> <li>• In order to ensure the control of the brushes during operation, the steering wheel shall be on the right, double steering wheels or right-left sliding steering wheels may be preferred.</li> <li>• The steering wheel shall have hydraulic or hydrostatic properties, be able to steer front axle tires or four tires or articulated. The minimum turning circle diameter of the vehicle shall be 8,000 mm at most.</li> <li>• The service brake may be hydraulic or hydrostatic and also there shall be a parking brake.</li> </ul>
2.5	<b>SWEEPING SYSTEM</b>	<ul style="list-style-type: none"> <li>• The sweeping system shall consist of sweeping brushes, suction nozzle and pipe, vacuum tank, external suction hose and pipe and a vacuum fan.</li> <li>• Sweeping brushes shall be 2+1 in the front, disc type with a minimum diameter of 700 mm and their rotation speed shall be between 0-150 rpm, adjustable and hydromotor driven. All controls shall be executed from the operator's cabin for adjusting the rotation speed of the brushes and the pressure they apply on the surface, raising and lowering the brushes, folding them in, releasing them out, moving the front brush to left and right and getting it to the sweeping or travelling position.</li> </ul>

		<ul style="list-style-type: none"> <li>• The suction nozzle shall be at least 500 mm wide, made of stainless material, dirt collected at the suction nozzle with the help of the sweeping brushes shall be vacuumed through the suction pipe into the vacuum tank using the vacuum generated by the vacuum fan. The diameter of the suction pipe shall be at least 175 mm. The suction nozzle shall be kept at a certain suction height with a special suspension system, its height shall be adjusted pneumatically depending on the size of the material being sucked. Lowering the suction nozzle to the desired level and taking it to the travel position shall also be done from the operator's cabin.</li> <li>• The vacuum tank (garbage suction tank) shall have at least 2 m<sup>3</sup> of capacity, made of stainless material, shall have a minimum of 1,200 mm unloading height. Necessary measures shall be taken in order to keep the balance of the vehicle during unloading and in case of a system failure, unloading shall be done via the manually controlled hydraulic installation.</li> <li>• The vacuum required for suction shall be generated via the hydromotor driven vacuum fan. The vacuum fan shall be corrosion-resistant and multi-bladed and shall operate inside a separate container to ensure safety. The fan speed shall be adjustable from the operator's cabin.</li> <li>• To clean areas where the vehicle cannot enter or the brushes cannot approach, there shall be an external suction hose system. This external suction hose system shall be connected directly to the vacuum tank. The hose diameter shall be a minimum of 125 mm and mounted on a proper place on the garbage chamber with suction nozzle and fasteners.</li> </ul>
2.6	<b>PRESSURIZED WATER SYSTEM</b>	<ul style="list-style-type: none"> <li>• It shall consist of a high pressure pump, spraying tips, washing gun outlet, clean water tank and high pressure installation.</li> <li>• The clean water tank shall be made of stainless material and shall have at least 250-liter capacity.</li> <li>• The high pressure pump shall have a minimum of 100 bar pressure and at least 10 liter/minute flow rate.</li> <li>• In order to prevent dust generation while sweeping, each sweeping brush shall have at least one pressurized water spraying tip and it shall wet the area which the brush will sweep.</li> <li>• To clean various surfaces in the way of the route being swept as well as the sweeper itself; there shall be a washing gun with a hose drum and hose connected to the high pressure outlet of the vehicle, located in a proper place on the vehicle.</li> </ul>
2.7	<b>OPERATOR'S CABIN</b>	<ul style="list-style-type: none"> <li>• The operator's cabin shall have sound and heat insulation, right-left doors, with windows in the front and both sides.</li> <li>• There shall be an air conditioner (A/C) and cabin heater or</li> </ul>

		<p>radiator inside the cabin. Ventilation shall have an electric motor fan and shall be interior-exterior alternating, orientable and selectable with multiple outlets and there shall be anti-mist outlets for the windows.</p> <ul style="list-style-type: none"> <li>• There shall be right and left outside rear-view mirrors and a mirror for checking the brush as well as washers and wipers for the front windshield.</li> <li>• The operator's seat shall have adjustable front-back-height and backrest and air or mechanic suspension. If the seat has a mechanic suspension, there shall be a weight setting. Operator's seat shall be on the right and there shall be a second seat on the left. If there is an option for operating from both sides, the second seat shall also have the same properties. Both seats shall have three-point and automatic retreating seat belts.</li> <li>• The dashboard shall have a digital LCD screen or be analog, there shall be indicators or warning lights about the functions. Controls for the functions shall be joystick controls.</li> <li>• There shall be a radio/CD/MP3 player (may have different functions), a horn and an audible warning device, internal cabin lighting and other installations.</li> </ul>
2.8	<b>ELECTRICAL INSTALLATION AND LIGHTS</b>	<ul style="list-style-type: none"> <li>• The electricity system shall be 12 Volt DC, accumulators and alternators of sufficient capacity shall be ensured.</li> <li>• It shall have external front and rear lighting compliant with the Regulation on Road Traffic. (Parking and signal lamps, headlights in the front; parking, brake, signal lamps in the rear etc.).</li> <li>• There shall be rotating yellow or orange lamps on the front and rear sides of the ceiling, as well as brush projectors for the night-time works.</li> </ul>
2.9	<b>MAIN MEASUREMENTS AND WEIGHT</b>	<ul style="list-style-type: none"> <li>• Vehicles shall have a maximum length of 5,500 mm with the third brush, maximum width shall be 1,500 mm and maximum height shall be 2,250 mm, while the maximum wheel base shall be 2,200 mm.</li> <li>• The empty weight shall be a maximum of 3,000 kg, while the loaded weight shall be a maximum of 5,000 kg.</li> </ul>
2.10	<b>PAINTING-INSCRIPTIONS AND EMBLEMS</b>	<ul style="list-style-type: none"> <li>• Vacuum road sweepers shall be painted white as the company standard.</li> <li>• On the vacuum road sweepers, there shall be inscriptions and emblems requested by requiring municipalities and UNDP, its material properties, place and size shall be specified during the checks.</li> </ul>
2.11	<b>TRAINING</b>	<ul style="list-style-type: none"> <li>• After the final checks and final acceptance inspections, if the vehicles are found to be compliant, persons that will be appointed to use these vehicles shall be given free training by your company on the operation of the said vehicles and</li> </ul>

		<p>equipment on a date and address announced by the requiring entity.</p> <ul style="list-style-type: none"> <li>Considering the user changes, training CD shall be generated and two copies shall be furnished along with each vacuum road sweeper.</li> </ul>
2.12	<b>FILES AND DOCUMENTS AND TOOLKITS TO BE PROVIDED ALONG</b>	<ul style="list-style-type: none"> <li>Together with the vehicles; conformity certificate, warranty certificate, user and maintenance manual as well as warranty certificates and user manuals for the various installations used (Radio/CD/MP3 player, air conditioner etc.) shall be provided.</li> <li>Together with the vehicle, company standard toolkits required for operator level maintenance shall be provided. Contents of these toolkits shall be specified in the offer.</li> <li>In addition to these toolkits, the following toolkits shall be provided for each vehicle. <ul style="list-style-type: none"> <li>1 unit of First Aid Kit together with its contents (shall comply with the First Aid Kit contents list specified in the article 15.4 at the end of the specifications)</li> <li>1 unit of ABC type KKT fire extinguisher with 4 kg capacity,</li> <li>1 unit of complete spare tire, (with tire rim and rubber)</li> <li>1 unit of washing gun and hose, (Mounted on the vehicle)</li> <li>1 unit of tank filling hose,</li> <li>1 unit of hydrant key,</li> <li>2 sets of spare sweeping brushes. (Of the same diameter and properties as the one mounted on the vehicle.)</li> </ul> </li> </ul>
2.13	<b>WARRANTY</b>	<ul style="list-style-type: none"> <li>The vehicles in question shall have warranty for at least 3 years against defects in material and workmanship. The commitment prepared by the manufacturer regarding the warranty shall be in the bid dossier and the requiring entities shall each be given one copy at the final acceptance of the vehicles.</li> <li>The Warranty shall start on the date when the requiring entities receive the vehicles and provisions in the Warranty Regulation shall apply regarding the warranty.</li> <li>A commitment shall be provided to supply spare parts for a fee for 7 years after the expiry of the warranty period.</li> <li>Periodic maintenance intervals and fees shall be prescribed in the bid; maintenance shall be executed in the requiring entity's site during the warranty period and the first maintenance shall be free of charge except consumables.</li> <li>The security amount specified for the warranty liability and the lien period shall be determined by UNDP and this period shall not exceed the warranty period.</li> </ul>
2.14	<b>QUALITY AND REFERENCE DOCUMENTS</b>	<p>Bidders must provide in addition to other documents requested during the bidding process, the following regarding the vacuum road sweepers they will offer:</p> <ul style="list-style-type: none"> <li>Detailed brochure or catalog, (Turkish or English)</li> <li>Authorized Seller certificate,</li> </ul>

		<ul style="list-style-type: none"> <li>• A list of authorized services, (with addresses and telephone numbers)</li> <li>• Sales reference list, (sales outside Turkey shall also be accepted.)</li> </ul>
2.15	OTHER ISSUES	<ul style="list-style-type: none"> <li>• Requiring municipalities and the number of vehicles to be purchased for these municipalities shall be specified during the invitation to tender, however it will be finalized during the contract phase depending on the sufficiency of the funds to be allocated.</li> <li>• The delivery places of the vehicles are the addresses announced by the requiring entities.</li> <li>• Vehicles shall be dispatched by your company to the addresses specified by requiring municipalities, all risks will be undertaken by your company until their final acceptance is completed and they are delivered to the municipalities.</li> <li>• Training on the vehicles shall be provided on the date and addresses specified by the municipalities to which the vehicles were delivered.</li> <li>• Fuel tanks and urea tanks, if any, of the vehicles shall be full when they are delivered.</li> <li>• Detailed responses shall be given to all clauses in the specifications for the offered vehicles.</li> <li>• Contents of the first aid kit to be provided together with the vacuum road sweepers shall be in accordance with the <b>First Aid Kit Contents</b> list given below.</li> </ul> <p><b>FIRST AID KIT CONTENTS</b></p> <p>2 units of Large Gauze (10 cm x 3.5 m)  1 box of Absorbent Sterile Gauze (10x10 cm, 50 pieces)  3 units of Triangular Bandage  1 unit of Antiseptic Solution (50 ml)  1 unit of Plaster (2 cm x 5 m)  10 units of Safety Pins  1 unit of Small Scissors (stainless)  1 unit of Esmark Bandage  1 unit of Tourniquet (At least 50 cm woven fabric)  10 units of Band-aids  1 unit of Aluminum Thermal Blanket  2 pairs of Medical Gloves  1 unit of Flashlight</p>

### Section 3b: Related Services

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

Delivery Term [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP (Delivered At Place)	
Exact Address of Delivery/Installation Location	Haraparası mahallesi, Deta iş merkezi, Hatay Büyükşehir Belediyesi Ek Hizmet Binası B Blok, Antakya/ HATAY	
Mode of Transport Preferred	<input type="checkbox"/> AIR	<input checked="" type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER <i>[pls. specify]</i>
Delivery Date	70 (sixty) Days upon signing of the contract by both parties	
Customs, if needed, clearing shall be done by:	Supplier	
Ex-factory / Pre-shipment inspection	Please see Data Sheet item 37	
Inspection upon delivery	Please see Data Sheet item 37	
Scope of Training on Operation and Maintenance	Trainings for the vehicles operators of the municipalities where the vehicles shall be delivered.	
Payment Terms	Payment: The contract amount will be paid within 30 calendar days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice.	
Conditions for Release of Payment	Payment effected by UNDP within 30 days upon issuance of positive "Inspection and Acceptance" Report by the Inspection and Acceptance Committee for all the vehicles and upon acceptance and approval of the related invoice by UNDP.	
After-sale services required	Warranty on Parts and Labor: Minimum 10 years Guarantee on Parts and Labor: Minimum 3 years	
All documentations, including catalogs, instructions shall be in this language	For local bidders based in Turkey, the supporting documents and printed literature may be submitted in Turkish language For bidders from other countries, the supporting documents and printed literature furnished by the Bidder may be in a language other than English or Turkish provided they are accompanied by a certified translation by a sworn translator, in which case, for purposes of evaluation of the bid, the English translation shall prevail.	
Operating Manuals and Training Documents shall be in this language	Turkish	

### Section 3c: Minimum Qualification Requirements (Pass/Fail Criteria)

Bidders who do not meet all minimum qualification criteria and requirements will be disqualified and their bid will be excluded from further evaluation.

Minimum PASS/FAIL Qualifying Criteria				
No	Subject	Requirement	Bidder	Document to be submitted
PF1	Eligibility to participate in public and UN tenders	Bidder shall not be banned or restricted to bid for public tenders in its country of establishment or UN. Organizations.	Must meet Requirement	Statement as per Section 5.13
PF2	Legal Status	Demonstrating that the bidder has at least 3 years of operations  Legally established entity since 2014 or before as per ITB Clause A. and Data Sheet: 4a,	Must meet Requirement	Form 1 Bidder Information Form and attachments ( <i>brochures, etc.</i> ) Trade/Business registry certificates  Trade registry gazette(s) that demonstrate the year of establishment as well as the most recent information on the shareholders and articles of association Please fill in Form 6.4 – “Litigation History Form”
PF3	History of Litigation	Non-performance of a contract did not occur within the last 3 years (2015, 2016 and onwards) prior to the deadline for submission of bid, based on all information on fully settled disputes or litigation.	Must meet Requirement	
PF4	Bid Security	Bid security in the amounts of: 10,000,00 (Tenthsands) USD  MUST be submitted as per: ITB Clauses: B.9.5, C.15.4, F.36 and Data Sheet: 4a, 9, 10, 11	Must meet requirement	Form for Bid Security (Section 8)

<b>PF5</b>	<b>Experience</b>	Demonstrating bidder's experience in undertakings of similar nature and scope. Bidder shall demonstrate that it has successfully completed within last 3 years (2015, 2016 and 2017) similar contracts which their cumulative value is not less than the total offered price.	Must meet Requirement	Similar Experience Form (SEF), as provided in Section 6 (Form 6.3). Supporting documentation for the declared experience such as work completion certificate(s) (preferably) and/or invoice(s) of the relevant sale(s). In case a bidder who provided invoices for this criterion is identified for contract award, UNDP will reserve the right to contact the previous client to whom the invoices were issued, to verify successful delivery. If the successful delivery could not be verified, UNDP will not issue the contract to identified company.
<b>PF6</b>	<b>Sales and/or Assembly and/or Production Capacity</b>	The bidders' annual sales and/or assembly and/or production capacity should be at least 25 vehicles which are described in Similar Experience Form. Form 6.3	Must meet Requirement	Production Capacity Form (PCF), as provided in Section 6 (Form 6.6),
<b>PF7</b>	<b>Service availability</b>	Presence of service capacity in Turkey; as substantiated by the bidder.  Authorized service list for the chassis vehicle and equipment including contact details.  Section 3b.	Must meet Requirement	in Section 6 Part (1.1)
<b>PF8</b>	<b>Guarantee and Warranty</b>	Guarantee on parts and services for a minimum period of 3 years  Warranty on parts and services for a minimum period of 10 years; (i.e. the bidder warrants availability of parts for sale at least a period of 10 years)	Must meet Requirement	Statement as per Section 6 - P2.8
<b>PF9</b>	<b>Authorized Dealer Certificate</b>	If the bidder is reseller, dealer or importer of the goods offered than an authorization certificate issued by the manufacturer of the goods.	Must meet Requirement	Authorization certificate issued by the manufacturer signed and stamped.

<b>PF10</b>	<b>Delivery schedule</b>	Bidder's proposed delivery schedule is not later than the required latest delivery date as specified in Section 3.b from contract counter-signature.	Must meet Requirement	To be submitted as per Form 6.7 Implementation Timeline
<b>PF11</b>	<b>Quality and Environmental Certificates</b>	Valid ISO 9001:2008 (or most recently available update) Quality Management systems certificate of the manufacturer.	Must meet Requirement	Valid ISO 9001:2008 (or most recent updates) shall be submitted.
<b>PF12</b>	<b>Financial Situation</b>	<p>Annual average turnover for the last three full years (2014, 2015 and 2016) more than 500.000,00 USD</p> <p>An average quick ratio (current assets - Inventory/current liabilities) equal to or higher than 0,8 (zeropointeight) for the last year (2017) or average of the last three full years (i.e. 2014, 2015 and 2016)</p>	Must meet Requirement	<p>Section 6: Technical Bid Form and attachments thereto (certified financial statements for 2014, 2015 and 2016)</p> <ul style="list-style-type: none"> <li>- Submission of audited balance sheets or other certified financial statements acceptable to the Employer, for the last 3 full years (2014, 2015 and 2016)</li> <li>- Independently audited and certified financial statements for the last three full years (2014, 2015 and 2016), as submitted to the competent tax authority,</li> </ul>

## Section 4: Bid Submission Form<sup>1</sup>

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

---

Insert: Location

Insert: Date

To: UNDP

Birleşmiş Milletler Kalkınma Programı

Yıldız Kule İş Merkezi; Yukarı Dikmen Mah. Turan Güneş Bulvarı, No:106 Çankaya Ankara  
06550 Turkey

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for Procurement of 4 Units of Hydrostatic Road Sweepers under "Strengthening Social Stability in Southeast Anatolia" Project in accordance with your Invitation to Bid dated December 19, 2017. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

We confirm that we have read, understood and hereby fully accept without any reservation the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for 60 days.

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

---

<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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

We remain,

Yours sincerely,

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

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

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

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

---

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

---

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

### Bidder Information Form

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

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

ITB No.: UNDP-TUR-ITB(SR)-2017/08

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

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

## Section 6: Technical Bid Form<sup>2</sup>

### ***Procurement of 4 Units of Hydrostatic Road Sweepers***

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

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

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

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

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

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

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

USD**	2014	2015	2016	2017
<b>Balance Sheet Information</b>				
Current Assets				
Inventory				
Current Liabilities				
Quick Ratio				
<b>Income Statement</b>				
Annual Turnover (gross revenue) *				
Net income				

\* Please note that annual average turnover of the bidder for the last 3 full years (2014, 2015, and 2016) shall not be less than 500.000,00 USD (USD Fivehundredthousands).

\*\* For the conversion of TRY to USD please use CBRT (TCMB) Exchange Rate for selling declared on 31<sup>st</sup> December of the relevant year.

As supporting documentation, you may obtain bank reference letters, and based on the reference letters that

<sup>2</sup> Technical Bids not submitted in this format may be rejected.

you will obtain from the banks, please fill out the following form. Attach originals of the bank reference letters:

**Form 6.2: Bank Reference Letters Form**

Name of the Bank	Available Cash	Unused		Total
		Cash Credit	Credit Letter	
<b>Total</b>				

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

Provide the following information regarding corporate experience within at least the last three (3) years which are related or relevant to those required for this Contract. Relevant experience will be considered in respect of the following: sale, marketing, manufacturing and/or general assembling of hydrostatic mono-bloc road sweepers *may be considered as related and relevant experience*.

**Form 6.3: Similar Experience Form**

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

Note that in order to be qualified, "a bidder shall demonstrate that it has successfully completed within last 3 years (2015, 2016 and 2017) similar contracts. For purposes of this, contracts completed in 2017 may also be cited)". The cumulative amount of these contracts shall not be less than the offered price". The parameters to be taken into account are marked with (\*) in the above table. These are: "Date of the Contract or Purchase Order\*", "Contract Value\*" and "Type(s) of vehicles delivered".

**P.1.4. Litigation and Arbitration History:**

Provide the following information regarding any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of vehicles and/or performance of related services, indicating the status/result of such litigation/arbitration. All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

Form 6.4 Litigation History				
<input type="checkbox"/> No litigation history				
<input type="checkbox"/> Litigation history				
	Year	Outcome as % of Total Assets	Contract Identification	Total Contract Value (TRY, Equivalent)
			<i>Contract Identification:</i> <i>Name of Employer:</i> <i>Address of Employer:</i> <i>Matter in dispute:</i>	

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

### P.2.1. Scope of Supply

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

Form 6.5: Scope of Supply Form

ITEM I	Hydrostatic Vacuum Road Sweeper, 5m3 <i>Quantity: 2</i>	Required Specifications	Model, make and year (A)	Offer meets the specifications (YES/NO) (B)	REMARKS* (C)
1.1	GENERAL	ITB Section 3.a			
1.2	ENGINE	ITB Section 3.a			
1.3	HYDRAULIC SYSTEM	ITB Section 3.a			
1.4	MOTION SYSTEM	ITB Section 3.a			
1.5	SWEEPING SYSTEM	ITB Section 3.a			
1.6	PRESSURIZED WATER SYSTEM	ITB Section 3.a			
1.7	OPERATOR'S CABIN	ITB Section 3.a			
1.8	ELECTRICAL INSTALLATION AND LIGHTS	ITB Section 3.a			
1.9	MAIN MEASUREMENTS AND WEIGHT	ITB Section 3.a			

<b>1.10</b>	<b>PAINTING-INSCRIPTIONS AND EMBLEMS</b>	ITB Section 3.a			
<b>1.11</b>	<b>TRAINING</b>	ITB Section 3.a			
<b>1.12</b>	<b>FILES AND DOCUMENTS AND TOOLKITS TO BE PROVIDED ALONG</b>	ITB Section 3.a			
<b>1.13</b>	<b>WARRANTY</b>	ITB Section 3.a			
<b>1.14</b>	<b>QUALITY AND REFERENCE DOCUMENTS</b>	ITB Section 3.a			
<b>1.15</b>	<b>OTHER ISSUES</b>	ITB Section 3.a			

<b>ITEM II</b>	<b>Hydrostatic Vacuum Road Sweeper, 2m3 Quantity: 2</b>	<b>Required Specifications</b>	<b>Model, make and year (A)</b>	<b>Offer meets the specifications (YES/NO) (B)</b>	<b>REMARKS* (C)</b>
<b>2.1</b>	<b>GENERAL</b>	ITB Section 3.a			
<b>2.2</b>	<b>ENGINE</b>	ITB Section 3.a			
<b>2.3</b>	<b>HYDRAULIC SYSTEM</b>	ITB Section 3.a			
<b>2.4</b>	<b>MOTION SYSTEM</b>	ITB Section 3.a			
<b>2.5</b>	<b>SWEEPING SYSTEM</b>	ITB Section 3.a			
<b>2.6</b>	<b>PRESSURIZED WATER SYSTEM</b>	ITB Section 3.a			
<b>2.7</b>	<b>OPERATOR'S CABIN</b>	ITB Section 3.a			
<b>2.8</b>	<b>ELECTRICAL INSTALLATION AND LIGHTS</b>	ITB Section 3.a			
<b>2.9</b>	<b>MAIN MEASUREMENTS AND WEIGHT</b>	ITB Section 3.a			
<b>2.10</b>	<b>PAINTING-INSCRIPTIONS AND EMBLEMS</b>	ITB Section 3.a			

2.11	TRAINING	ITB Section 3.a					
2.12	FILES AND DOCUMENTS AND TOOLKITS TO BE PROVIDED ALONG	ITB Section 3.a					
2.13	WARRANTY	ITB Section 3.a					
2.14	QUALITY AND REFERENCE DOCUMENTS	ITB Section 3.a					
2.15	OTHER ISSUES	ITB Section 3.a					

**Notes:**

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

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

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

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

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

Here the bidders shall provide information on its annual manufacturing/production/assembly capacity by for the items that bidder offer. The bidders shall use the following form to provide UNDP with necessary information. Please note, in order to qualify the bidders' annual assembly and/or production capacity should be at least 25 vehicles as specified in P.1.3.

**Form 6.6 Assembly and/or Production Capacity Form**

Items	Quantity in the ITB	Annual Manufacturing/ Assembly Capacity of the Bidder*	Annual Sales/Production Capacity of the Bidder*
Hydrostatic Road Sweeper	4		

\* Please refer to section DS 4.a above of this ITB.

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

Bidders shall use the Gantt chart below to indicate the production and delivery timeline.

**Form 6.7 Implementation Timeline**

	Month1				Month 2				Month 3	
Weeks:	1	2	3	4	1	2	3	4	1	2
Signature of purchase order										
Interim Inspection (On-Site Inspection)										
Final Inspection and acceptance of assembled Road Sweepers at delivery location										

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

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

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

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

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

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

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

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

**P.2.8. Statement of Guarantee and Warranty:**

Guarantee on parts and services for a minimum period of 3 years and Warranty on parts and services for a minimum period of 10 years; (*i.e. the bidder warrants availability of parts for sale at least a period of 10 years*)

**P.2.9. Other:**

Any other comments or information regarding the bid and its implementation

## Section 7: Price Schedule Form<sup>3</sup>

Item No	Deliverables	Expected Date of Delivery (max 70 days upon issue of the Purchase Order)	Number of Units  [A]	Unit Rate (Lump Sum, All Inclusive)  [B]	Total Price (Lump Sum, All Inclusive)  [A] x [B]	Currency
1	Hydraulic Road Sweeper, 5m3		2			
2	Hydraulic Road Sweeper, 2m3		2			
<b>Grand Total</b>						

**Notes:**

- The currency of the unit rate and total price should be the same.
- **All quoted prices shall include ÖTV (Special Consumption Tax, as applicable in Turkey) and exclude VAT.**
- All quoted prices should be lump sum and inclusive of all ancillary costs, including but not limited to transportation (insurance etc.) of vehicles, training, guarantee and warranty on services and parts.
- Depending on the availability of budget UNDP reserves the right to increase the number of units to be procured at the same unit rate quoted by the successful bidder by up to 25% as per Clause 35 of the Instructions to Bidders.

<sup>3</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

## Section 8: FORM FOR BID SECURITY

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

---

To: United Nations Development Programme (UNDP)

Yıldız Kule İş Merkezi;  
Yukarı Dikmen Mah. Turan Güneş Bulvarı, No:106 Çankaya Ankara 06550 Turkey  
+90 312 496 1465

WHEREAS [name and address of Contractor] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated December 19, 2017 , to deliver goods and execute related services for Procurement of 4 Units of Hydrostatic Road Sweepers under "Strengthening Social Stability in Southeast Anatolia" Project (hereinafter called "the Bid"):

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

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

## Section 9: FORM FOR PERFORMANCE SECURITY<sup>4</sup>

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

---

To: UNDP

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

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

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

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

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

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

### SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

---

<sup>4</sup> The Performance Security that the Successful Bidder's Bank will issue shall use the contents of this template

## **Section 10: UNDP General Terms and Conditions for Contracts**

---

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

### **1. LEGAL STATUS OF THE PARTIES:**

UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

### **2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the “Goods”) and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

**2.2** To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

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

**2.4** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

### **3. LONG TERM AGREEMENT:**

If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

**3.4** The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

### **4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

**4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

**4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

**4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

**4.2.1** The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

**4.2.2** The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

**4.2.3** The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

**4.2.4** UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

**4.2.5** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

## **5. ADVANCE PAYMENT:**

**5.1** If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

**5.2** If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

## **6. SUBMISSION OF INVOICES AND REPORTS:**

**6.1** All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

**6.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

## **7. TIME AND MANNER OF PAYMENT:**

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

**7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

## **8. RESPONSIBILITY FOR EMPLOYEES:**

To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

**8.1** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

**8.2** The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

**8.3** Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

**8.4** At the option of and in the sole discretion of UNDP:

**8.4.1** the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of

any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

**8.8** Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

**8.9** All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

**8.10** The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**8.11** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

## **9. ASSIGNMENT:**

**9.1** Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

**9.2** The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:

**9.2.1** such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

**9.2.2** such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

**9.2.3** the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; and,

**9.2.4** the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

## **10. SUBCONTRACTING:**

In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

## **11. PURCHASE OF GOODS:**

To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

### **11.1 DELIVERY OF GOODS:**

The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss,

damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

### **11.2 INSPECTION OF THE GOODS:**

If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

### **11.3 PACKAGING OF THE GOODS:**

The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the

Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

#### **11.4 TRANSPORTATION & FREIGHT:**

Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

#### **11.5 WARRANTIES:**

Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor’s warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor’s warranties under the Contract.

#### **11.6 ACCEPTANCE OF GOODS:**

Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

#### **11.7 REJECTION OF GOODS:**

Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

**11.8** In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

**11.9 TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

**11.10 EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

## **12. INDEMNIFICATION:**

**12.1** The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**12.2** The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

**12.3** In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**12.4** UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

**12.5** In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

### **13. INSURANCE AND LIABILITY:**

**13.1** The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

**13.2** Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

**13.3** The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

**13.4** The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

**13.5** Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

**13.6** The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

**13.7** Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

**13.8** The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

#### **14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

#### **15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:**

Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

#### **16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**16.1** Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**16.2** 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

**16.3** At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

**16.4** 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 UNDP, shall be made available for use or inspection by 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.

**17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party or 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:

**18.1** The Recipient shall:

**18.1.1** 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*,

**18.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 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:

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

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

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 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 UNDP sufficient prior notice of *a* request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

## **19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or

necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

**19.2** If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

**19.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

## **20. TERMINATION:**

**20.1** Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

**20.2** UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

**20.3** In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

**20.3.1** take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

**20.3.2** refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

**20.3.3** place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

**20.3.4** terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

**20.4** In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

**20.5** UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

**20.6** Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

**20.7** The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

## **21. NON-WAIVER OF RIGHTS:**

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

## **22. NON-EXCLUSIVITY:**

Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

## **23. SETTLEMENT OF DISPUTES:**

**23.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

**23.2 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 23.1, 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. 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") and Article 34 ("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.

**24. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **25. TAX EXEMPTION:**

**25.1** Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

**25.2** The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

## **26. MODIFICATIONS:**

**26.1** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

**26.2** If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

**26.3** The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

## **27. AUDITS AND INVESTIGATIONS:**

**27.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**27.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**27.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to

reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

#### **28. LIMITATION ON ACTIONS:**

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

#### **29. ESSENTIAL TERMS:**

The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

#### **30. SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

#### **31. STANDARDS OF CONDUCT:**

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the

performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

**31.1** The UN Supplier Code of Conduct;

**31.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**31.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**31.4** UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

## **32. OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

## **33. CHILD LABOR:**

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

## **34. MINES:**

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

## **35. SEXUAL EXPLOITATION:**

**35.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor

shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**35.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**35.3** 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.

#### **36. ANTI-TERRORISM:**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.