

**INVITATION TO BID**

**Supply and Installation of Turnkey 2332,5 m2 Gothic Type Greenhouse in Kilis**

ITB No.: UNDP-TUR-ITB(SSS)-2018/02

Project: Strengthening Social Stability in Southeast Turkey

Country: TURKEY

Issued on: 30 May 2018

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# Section 1. Letter of Invitation

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

 Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

* Form A: Bid Submission Form
* Form B: Bidder Information Form
* Form D: Eligibility and Qualification Form
* Form E: Format of Technical Bid
* Form F: Price Schedule
* Form H: Form of Performance Security

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to tr.procurement@undp.org, indicating whether you intend to submit a Bid or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

 Issued by: Approved by:

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| --- | --- |
| Name: Vural DikmenTitle: Procurement OfficerDate: May 30, 2018 | Name: Sukhrob KhojimatovTitle: Deputy Country DirectorDate: May 30, 2018 |

# Section 2. Instruction to Bidders

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| GENERAL PROVISIONS |
| Introduction | * 1. Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>
	2. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
	3. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
	4. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
 |
| Fraud & Corruption, Gifts and Hospitality | * 1. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti>
	2. Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	3. In pursuance of this policy, UNDP:

(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.* 1. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <http://www.un.org/depts/ptd/pdf/conduct_english.pdf>
 |
| Eligibility | * 1. A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
	2. It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
 |
| Conflict of Interests | * 1. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. 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:
	2. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
	3. Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
	4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
	5. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.
	6. Similarly, the Bidders must disclose in their Bid their knowledge of the following:
	7. If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
	8. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.* 1. 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
 |
| PREPARATION OF BIDS |
| General Considerations | * 1. In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	2. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
 |
| Cost of Preparation of Bid | * 1. The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
 |
| Language  | * 1. 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 BDS.
 |
| Documents Comprising the Bid | * 1. The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
1. Documents Establishing the Eligibility and Qualifications of the Bidder;
2. Technical Bid;
3. Price Schedule;
4. Bid Security, if required by BDS;
5. Any attachments and/or appendices to the Bid.
 |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction.
 |
| Technical Bid Format and Content | * 1. The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	2. Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder’s request and expense, unless otherwise specified.
	3. When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
	4. When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
 |
| Price Schedule | * 1. The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
	2. Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
 |
| Bid Security | * 1. A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	2. The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	3. If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	4. In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	5. The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
		1. If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
		2. In the event the successful Bidder fails:
		3. to sign the Contract after UNDP has issued an award; or
		4. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
 |
| Currencies | * 1. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
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 Bids; and
2. In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.
 |
| Joint Venture, Consortium or Association | * 1. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for 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 JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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 the member entities comprising the joint venture.
	2. After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
	3. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
	4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
1. Those that were undertaken together by the JV, Consortium or Association; and
2. Those that were undertaken by the individual entities of the JV, Consortium or Association.
	1. 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	2. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
 |
| Only One Bid | * 1. The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	2. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
	3. they have at least one controlling partner, director or shareholder in common; or
	4. any one of them receive or have received any direct or indirect subsidy from the other/s; or
	5. they have the same legal representative for purposes of this ITB; or
	6. 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;
	7. 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 some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
 |
| Bid Validity Period | * 1. Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
	2. During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
 |
| Extension of Bid Validity Period | * 1. In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	2. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	3. The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
 |
| Clarification of Bid (from the Bidders) | * 1. Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	2. UNDP will provide the responses to clarifications through the method specified in the BDS.
	3. UNDP shall endeavour to provide 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 Bids, unless UNDP deems that such an extension is justified and necessary.
 |
| Amendment of Bids | * 1. At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	2. If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
 |
| Alternative Bids | * 1. Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. 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.
	2. If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”
 |
| Pre-Bid Conference | * 1. When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. 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 disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.
 |
| SUBMISSION AND OPENING OF BIDS |
| Submission  | * 1. The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	2. The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	3. Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
 |
| Hard copy (manual) submission | * 1. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:

a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:1. Bear the name of the Bidder;
2. Be addressed to UNDP as specified in the BDS; and
3. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.

If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. |
| Email and eTendering submissions | * 1. Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
1. Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
2. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	1. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>
 |
| Deadline for Submission of Bids and Late Bids | * 1. Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
	2. UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
 |
| Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
	2. Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, 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, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”
	3. eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	4. Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
 |
| Bid Opening  | * 1. UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
	2. 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 submissions, in which case, the Bid shall be returned unopened to the Bidders.
	3. In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
 |
| EVALUATION OF BIDS |
| Confidentiality | * 1. Information relating to the examination, evaluation, and comparison of Bids, 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.
	2. Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures.
 |
| Evaluation of Bids | * 1. UNDP will conduct the evaluation solely on the basis of the Bids received.
	2. Evaluation of Bids shall be undertaken in the following steps:
	3. Preliminary Examination including Eligibility
	4. Arithmetical check and ranking of bidders who passed preliminary examination by price.
	5. Qualification assessment (if pre-qualification was not done)
	6. Evaluation of Technical Bids
	7. Evaluation of prices

Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary |
| Preliminary Examination  | * 1. UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
 |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	2. In general terms, vendors that meet the following criteria may be considered qualified:
	3. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;
	4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
	5. They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;
	6. They are able to comply fully with the UNDP General Terms and Conditions of Contract;
	7. They do not have a consistent history of court/arbitral award decisions against the Bidder; and
	8. They have a record of timely and satisfactory performance with their clients.
 |
| Evaluation of Technical Bid and prices  | * 1. The evaluation team shall review and evaluate the Technical 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 BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
 |
| Due diligence  | * 1. UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
	2. Verification of accuracy, correctness and authenticity of information provided by the Bidder;
	3. Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
	4. Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
	5. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
	6. Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;
	7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
 |
| Clarification of Bids | * 1. To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	2. UNDP’s request for clarification and the response shall be in writing and 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 Bids, in accordance with the ITB.
	3. 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 Bids.
 |
| Responsiveness of Bid | * 1. 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, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	2. 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.
 |
| Nonconformities, Reparable Errors and Omissions | * 1. 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.
	2. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, 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.
	3. For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
1. 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;
2. 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
3. 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.
	1. If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
 |
| AWARD OF CONTRACT |
| Right to Accept, Reject, Any or All Bids | * 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. UNDP shall not be obliged to award the contract to the lowest priced offer.
 |
| Award Criteria | * 1. 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.
 |
| Debriefing | * 1. In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder’s submission shall not be discussed.
 |
| Right to Vary Requirements at the Time of Award | * 1. At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
 |
| Contract Signature | * 1. 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 to do so may 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 Second highest rated or call for new Bids.
 |
| Contract Type and General Terms and Conditions  | * 1. The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>
 |
| Performance Security | * 1. A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

<https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.  |
| Bank Guarantee for Advanced Payment | * 1. Except when the interests of UNDP so require, it is UNDP’s standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at

<https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default>  |
| Liquidated Damages | * 1. If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per Contract.
 |
| Payment Provisions | * 1. Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
 |
| Vendor Protest | * 1. UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a 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/content/undp/en/home/procurement/business/protest-and-sanctions.html>
 |
| Other Provisions | * 1. In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.
	2. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.
	3. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer>
 |

# Section 3. Bid Data Sheet

The following data for the works to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail**.**

|  |  |  |  |
| --- | --- | --- | --- |
| **BDS No.** | **Ref. to Section.2** | **Data** | **Specific Instructions / Requirements** |
| 1 | 7 | Language of the Bid  | English |
| 2 |  | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | Not Allowed |
| 3 | 20 | Alternative Bids  | Shall not be considered |
| 4 | 21 | Pre-Bid conference  | Will not be conducted |
| 5 | 16 | Bid Validity Period | 90 days |
| 6  | 12 | Bid Security  | Not Required |
| 7 | 42 | Advanced Payment upon signing of contract  | Not Allowed |
| 8 | 43 | Liquidated Damages | Will be imposed as follows:Percentage of contract price per day of delay: 0,5Max. number of days of delay 20, after which UNDP may terminate the contract. |
| 9 | 41 | Performance Security | Required* Amount: 10% of the total contract price.

For Performance Security template please refer to Form H |
| 10 | 13 | Currency of Bid  | United States Dollar |
| 11 | 18 | Deadline for submitting requests for clarifications/ questions | 3 days before the submission deadline |
| 12 | 18 | Contact Details for submitting clarifications/questions  | Focal Person in UNDP: Vural DikmenAddress: Yıldız Kule, Floor: 16 Yukarı Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara/Turkey E-mail address: tr.procurement@undp.org |
| 13 | 18, 19  | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Direct communication to Bidders who communicated their intention to submit a Bid by email and Posting on the websites:[www.undp.org](http://www.undp.org)[www.ungm.org](http://www.ungm.org)[www.tr.undp.org](http://www.tr.undp.org)www.devbusiness.com |
| 14 | 23 | Deadline for Physical Submission of Bids to UNDP Premises in Yıldız Kule  | June 18, 2018; 17:30hrs |
| 14 | 22 | Allowable Manner of Submitting Bids | Courier/Hand Delivery |
| 15 | 22 | Bid Submission Address  | UNDPAttn: Vural Dikmen Yıldız Kule, Floor: 16 Yukarı Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara/Turkey |
| 16 | 22 | Electronic submission (email or eTendering) requirements | N/A |
| 17 | 25 | Date, time and venue for the opening of bid | Date and Time: June 19, 2018 10:00 AMVenue: United Nations Development ProgrammeYıldız Kule, Yukarı Dikmen Mah. Turan Güneş Blv. No: 106 06550, Çankaya Ankara Turkey |
| 18 | 27,36 | Evaluation Method for the Award of Contract | Lowest priced technically responsive, eligible and qualified bid.**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 Specifications as per the Bid Evaluation Criteria listed below and has offered the lowest for “TOTAL BID PRICE” in the Price Schedule, Form F in Section 6.

**Bid Evaluation Criteria*** Having satisfied all eligibility requirements listed in Section 4 “Eligibility Criteria”
* Full compliance of Bid to the Technical Requirements;
* Appropriateness of the Delivery Period.
 |
| 19 |  | Expected date for commencement of Contract | *June 21, 2018* |
| 20 |  | Maximum expected duration of contract  | 40 days following contract signature by UNDP and the Contractor, upon submission of the Performance Security by the Contractor. |
| 21 | 36 | UNDP will award the contract to: | One Bidder Only |
| 22 | 40 | Type of Contract  | Contract for Civil Works <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 23 | 40 | UNDP Contract Terms and Conditions that will apply  | UNDP General Terms and Conditions for Civil Works<http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 24 |  | Other Information Related to the ITB | UN and its subsidiary organs are exempt from all taxes. Therefore, bidders shall prepare their quotations excluding Value Added Tax (VAT). It is the Bidder’s responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed to confirm the scope and procedures of VAT exemption application as per VAT Law, Ministry of Finance’s General Communiqués and all other related legislations |
| 25 |  | Project Title : | Strengthening Social Stability in Southeast Turkey Project (99640) |
| 26 |  | Title of Civil Work Required: | Supply and Installation of Turnkey 2332,5 m2 Gothic Type Greenhouse in Kilis |
| 27 |  | Country:  | Turkey |
| 28 | 22.4(a) | No. of copies of Bid that must be submitted | **Original: [1]****Copies: [1]**Your bid, comprising of a Technical Bid and Price Schedule, should be submitted together in a sealed envelope indicating the tender reference:UNDP-TUR-ITB(SSS)-2018/02**Also 1 copy of the finalized** (i.e. signed, initialed and stamped, as applicable) bid in a **USB Flash Drive in PDF format (incl. Bid Submission Form).** |
| 29 | 9 | Required Documents that must be Submitted to Establish Eligibility of Bidders (In “Certified True Copy” form only)  | Relevant documents shall be submitted in accordance with Section 6;* Form A
* Form B
* Form D
* Form E
* Form F
* Form H
 |
| 30 |  | Other documents that may be Submitted to Establish Qualification | Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any. |
| 31 | 10 | Structure of the Technical Bid and List of Documents to be Submitted | * Bid Submission Form (Form A)
* Bidder Information Form (Form B)
* Documents Establishing the Eligibility and Qualifications of the Bidder (Form D)
* Technical Bid Form (Form E)
* Price Schedule (Form F)
 |
| 32 | 39, 41 | Conditions for Determining Contract Effectivity | Upon satisfaction of conditions below:1. UNDP’s receipt of Performance Security
2. Signature of Contract by both parties
 |
| 33 |  | Site visit | The bidders are advised to visit and examine the Site of installation and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the bidder's own expense.The successful Bidder shall not be entitled to receive any amount in excess of its Contract value due to its failure to conduct a site visit prior to submission of its Bid. |
| 34 |  | Inspection and Acceptance | The inspection and acceptance will be done in two stages. In the first stage the materials shall be presented to the Inspection and Acceptance Committee for approval prior to the installation. Installation will not be commenced without approval of the materials.  In the second stage, necessary inspection will be carried out upon the installment of the materials in full compliance with the technical specifications and the Inspection and Acceptance Committee will prepare a final acceptance report which will be the basis for payment. In case the materials and installation do not fully comply with the Technical Specification, the works will not be accepted and received by the ‘Inspection and Acceptance Committee’ and the related payment will not be effected to the Contractor.The awarded contractor shall notify UNDP at least 1 week prior to the dates on which the materials and installation will be ready for first and second stage inspections and final check. |
| 35 | 44 | Payment | 100 % of the total contract price shall be paid within 30 days upon acceptance and approval by UNDP of the goods and works and related invoices further to second 'Inspection and Acceptance Committee's acceptance report which will serve as the “Substantial Completion Certificate”.Payment shall be realized in TRY through conversion of the USD amount to TRY by the official UN Exchange rate valid on the date of money transfer in case the contractor is established and operating in Turkey. Otherwise, the payment shall be effected in USD.Alternative terms of payment shall not be negotiated with the successful bidder. |
| 36 |  | Engineer | The UNDP’s contracted engineer with delegated authority shall serve for the “Engineer” role as defined in General Conditions of Contracts for Civil Works. |
| 37 | 14 | JV/Consortium/Association | JV/Consortium/Association are not eligible to submit a Bid in response to this ITB. |

# Section 4. Evaluation Criteria

**Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

* Appropriate signatures (Circular of Signature/Signature Specimen)
* Power of Attorney
* Minimum Bid documents provided (Form F: Price Schedule Form)
* Bid Validity

**Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

|  |  |  |
| --- | --- | --- |
| **Subject** | **Criteria** | **Document Submission requirement** |
| **ELIGIBILITY**  |  |  |
| **Legal Status** | Vendor is a legally registered entity. | Form B: Bidder Information Form  |
| **Eligibility** | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.  | Form A: Bid Submission Form |
| **Conflict of Interest** | No conflicts of interest in accordance with ITB clause 4.  | Form A: Bid Submission Form |
| **Bankruptcy** | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Bid Submission Form |
| **Certificates and Licenses** | * Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
* Trade/Business 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.
 | Form B: Bidder Information Form |
| **QUALIFICATION** |  |  |
| **History of Non-Performing Contracts[[1]](#footnote-2)**  | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years (2015, 2016 and 2017). | Form D: Qualification Form |
| **Previous Experience** | Minimum 3 years of relevant experience (Establishment before or in 2015) | Form D: Qualification Form |
| Minimum 1 contract of similar value (min. 90% of the offered price), nature and complexity implemented over the last 3 years (2015, 2016 and 2017).  | Form D: Qualification Form |
| **Financial Standing** | Minimum average annual turnover of USD150.000,00 for the last 3 years (2015, 2016 and 2017).  | Form D: Qualification Form |
| Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Presentation of a bank statement demonstrating the bidder’s availability or access to liquid assets, lines of credit or other financial means sufficient to meet the cash flow for an amount not less than the price offered as indicated by the sum of available cash, unused cash credit and unused credit letter will be supplementary for the determination of financial strength of the bidder. | Form D: Qualification Form |
| **Technical Evaluation** | The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.  | Form E: Technical Bid Form |
| **Financial Evaluation** | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)Comparison with budget/internal estimates. | Form F: Price Schedule Form |

# Section 5a: Schedule of Requirements and Technical Specifications

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Item to be supplied Description/Specifications** | **Quantity** | **Delivery Date** |
| **1** | **Supply and Installation of Turnkey** 2332,5 **m2 Gothic Type Greenhouse in Kilis**Kilis’te Anahtar Teslim 2332,5 m2 Gotik Tip Sera Tedarik ve Kurulumu | **1** | **40 days upon countersignature of Works Contract by both Parties** |
| **SPEC NO****(ÖZELLİK NO)** | **REQUIRED SPECIFICATIONS and TERMS****(İSTENİLEN ÖZELLİK ve ŞARTLAR)** |
|  | ***Seranın Ölçüleri;*** 9.6 metre genişlikte 3 tünel, 81 metre uzunluk. 3,0 metre kolon aralığı. 4.5 metre oluk altı yüksekliği. Toplam alan 2332,5 m2’dir.19,2 metre genişlik 81 metre uzunlukta 1555,2 metrekare alanda fide üretim9,6 metre genişlik 81 metre uzunlukta 777,6 metrekare alanda çelik köklendirme alanı olmak üzere iki bölmeli olmalıdır.Bölmeler 8 mm kalınlığında polikarbon levha ile ayrılmalıdır. | ***Size of the Greenhouse;***3 tunnels which are 9.6 meters wide and 81 meters long. 3.0 meters column spacing. 4.5 meters gutter bottom height. Total area is 2332,5 m2.The area must include two divisions: a seedling production division which is 19,2 meters wide, 81 meters long, 1555,2 m2 in total and a cutting division which is 9.6 meters wide, 81 meters long, 777.6 m2 in total.Divisions must be divided by 8 mm thick polycarbonate sheets.  |
| Tepe Yüksekliği: 7,50 m (±50 cm)Oluk Altı Yüksekliği: 4,50 m (± 10 cm)Yan Yükseklik: 4,50 m (± 10 cm)Beton imalatın içine giren uzunluğu: 0,5 m (± 10 cm)Kesit çizimleri ve yerleştirme planı aşağıdaki linkten temin edilebilir.<https://drive.google.com/open?id=1W7ORSxLYoNJR6egmlKWwWIlSRCB9-IT1>  | Peak Height: 7.50 m (±50 cm)Gutter Bottom Height: 4,50 m (± 10 cm)Side Height: 4,50 m (± 10 cm)Length entering into concrete production: 0,5 m (± 10 cm)Cross section sketches and layout plan can be found in the below link<https://drive.google.com/open?id=1W7ORSxLYoNJR6egmlKWwWIlSRCB9-IT1> |
| ***Sera modelinin dizayn koşulları ve yükleri;***120 km/h Maksimum rüzgâr hızına dayanabilmelidir.25 kg/m² maksimum kar yüküne dayanabilmelidirMaksimum aksesuar yükü: 7 kg/m2 olmalıdır. | ***Design conditions and loads of the greenhouse model;***It must withstand a maximum wind speed of 120 km/h. It must withstand a maximum snow load of 25 kg/m3. Maximum accessories load must be 7kg/m3.  |
|  | **Arazinin Tesviyesi:** Seranın yapılacağı alan uzunluk ve en ölçülerine göre belirlenen kotlarda iş makinaları ile tesviye edilmelidir. Arazinin düzgün bir eğimle tesviye edilmesi yağmur suyu drenajı için çok önemlidir. Eğimler seranın orta kısmından itibaren sağ ve sol kompartmanların kendi yönünde (% 0.8 ve -% 0.8) eğimle yapılmalıdır. | **Levelling of the Land:**The land that the greenhouse will be built must be levelled with work machines in accordance to the elevations determined according to the length and width measurements. Levelling of the land with a proper slope is extremely important for rainwater drainage. Slopes must be constructed from the middle of the greenhouse in the direction of their right and left compartments with 0.8 % and -0.8 % tilt.  |
|  | ***Sera Konstrüksiyon Elemanları:***  | ***Greenhouse Construction Elements:*** |
| Konstrüksiyon galvanizli çelik olacaktır. Kolonlar ve rüzgâr gergileri bası ve çeki gerilimlerini karşılayacak ebatlarda planlanmalıdır. Kemer kiriş profilleri bası ve çeki yükleri hesapları ve gölgeleme yüzeyi hesaplarıyla 50x60 mm ebatlarında makas altından geçen oval kesitli eleman 40x25 ebatlarında, çapraz boruları sera içindeki 5 metre ara kolonlarda da 25 metre ara ile kullanılmalıdır. Rüzgâr dayanıklılığını arttırmak için seranın uzunluğu yönünde 25 metre ara ile 32x1,5 çapraz borular kullanılmalıdır. Sera kolonları 80x80x2.00 mm kutu profil olacaktır. | Construction must be made of galvanized steel. Dimensions of the columns and wind ties must be planned in a way that they can withstand compressive and tensile stress. Arc girder profiles compressive and tensile loads measurements and shading surface measurements will be 50 x 60 mm in dimension and oval section element passing under the scissors will be 40 x 25 in dimension. Cross pipes should be used at intervals of 25 meters in 5-meter interval columns inside the greenhouse. In order to increase wind resistance, cross pipes of 32 x 1.5 must be used that are 25 meters apart in the direction of the length of the greenhouse. Greenhouse columns must be a box profile of 80 x 80 x 2.00 mm.  |
| Ayaklar için yapılacak beton imalatı 30\*30\*50(cm) ebatlarında olacak ve kullanılacak beton sınıfı C20/25 olacaktır ve seranın ayakları beton temel içine sabitlenecektir. Kullanılacak demir özellikleri Q8 nervürsüz demir kullanılarak montajı yapılacaktır. | Concrete production for the legs must be 30 x 30 x 30 (cm) and concrete class to be used must be C20/25. Greenhouse’s legs must be fixed in the concrete base. The iron to be used in the assembly must be Q8 non-ribbed iron. |
|  | **Sera Temeli, zemini** Toprak yapısına göre 80-100 cm derinlikte temel çukurları açılacaktır kolon etriyeleri 50x50 ebat ve 50 cm kalınlıkta yapılacaktır. Temel çukuru üzerine 25x25 ebat 60 cm yükseklikte beton dökülecektir. Sera çevre kolonları oluşan yapı üzerinden çepeçevre 30x50 cm ve toprak altı mesafesi 20 cm olacak şekilde hatıl betonu ile bağlanacaktır. Kullanılacak olan ankraj profilleri 70x70 ebatlarında yapılacaktır. Sera zemini, T.C. Çevre ve Şehircilik Bakanlığı, Dolgu İşleri, Y.15.140 / 08 pozunda belirtildiği üzere 5 cm kalınlığında kırma taş mucur ile kaplanacak ve sıkıştırılacaktır. Yürüme yolları C20 beton ile hatıl demiri kullanılarak hazırlanacaktır. Yol genişliği 80-100 cm. aralığında olacaktır. Yol beton kalınlığı 20 cm. olacaktır. | **Greenhouse’s Foundation, Floor**80-100 cm deep foundation pits must be opened according to the soil structure. Column stirrups must be 50 x 50 in size and 50 cm thick. 25 x 25 in size and 60 cm thick concrete must be poured on the foundation pits. Surrounding greenhouse columns must be fixed to the formed structure all around by girder concrete of 30 x 50 cm and 20 cm below ground. Anchor profiles to be used must be made in 70 x 70 size. Greenhouse floor must be covered with gravel in 5 cm. thickness and compressed as described in Filling Works Pose Y.15.140/08 of T.C. Ministry of Environmental and Urbanization. Walking paths must be built by C20 concrete reinforced with iron matrix. Path width must be between 80-100 cm. and poured 20 cm. Path concrete thickness shall be 20 cm. |
|  | **Bağlantı Elemanları:** Galvanizli tüm elemanları birbirine bağlayan elemanlar kaynaksız ve modüler montaj yapılacaktır. Kullanılan cıvata ve somunlar galvanizli olup titreşimlerde gevşemeye karşı bütün somunlar fiberli kullanılacaktır. Kullanılacak tüm bağlantı cıvataları 8.8 özeliğinde olmalıdır (8.8 için 8 x 100 = 800 Newton / mm2 ). | **Connection Elements:**The elements connecting all galvanized elements must be weldless and modularly installable. Bolts and nuts to be used must be galvanized and all nuts must be fibered in order to prevent loosening during vibrations. All connection bolts to be used must be of the 8.8 specification. (For 8.8, 8 x 100 = 800 Newton / mm2) |
|  | **Pencere Kolu Profili:** Bağıl nem oranı % 60-70 olmalıdır. Sera pencereleri iyi bir ısı ve nem kontrolü için taban alanına göre % 40 havalanma açıklığına sahip olmalıdır. Pencere profilleri taşıyıcı olarak rüzgâr yükleri ve titreşimlere dayanıklı olmalıdır. Sera pencereleri, en önemli problemi olan pencere kollarındaki yamulmalar ve eksenel kaymalar dikkate alınarak planlanmalıdır. Pencere kolları her 1,5 metrede bir yarım oval pencere (profili 30x40 ebatlarında olup 2m boyunda) olacak şekilde planlanmalıdır. Açma kapama sistemi otomasyona uygun rediktörlü motorlar ile (2 dvr/dk, redüktör 1400 dvr/dk elektrik motoru 0.55 kw gücünde redüktörün elektrik motoru kumanda kutusu içinde alt ve üst limit kontrolu için switch kontrolu olacak şekilde yapılmalıdır.  | **Window Handle Profile:**Relative humidity rate must be 60-70 %. Greenhouse windows must have ventilating openings which are 40% of the base area for temperature and humidity control. Window profiles, as carriers, must be resistant to wind loads and vibrations. Greenhouse windows must be planned considering deformation in window handles and axial displacements which are the most important problems of the greenhouse windows. Window handles must be planned as half-oval windows in every 1.5 meters (Profile 30 x 40 size and 2 m length). Start-stop system must be made with reducer engines in accordance with the automation (2 rpm, reducer 1400 rpm, electric motor with 0.55 kw power supply). Inside the reducer’s electric engine’s controller, there must be a switch for lower and upper limit controls.  |
|  | **Sera Örtü Malzemesi:** Sera örtü malzemesi olarak 8mm şeffaf polikarbon, örtü malzemesi kullanılacaktır. | **Greenhouse Cover Material:**As greenhouse cover material, transparent and 8 mm polycarbon must be used.  |
|  | ***Sera Çatı Örtü Malzemesi:***PE teknolojisi ile üretilmiş UV, IR, antifog özelliklerine sahip en az 300µ kalınlığında, en az % 6 UV,E.V.A katkılı ve en az 36 ay ömürlü sera polietilen (PE) kullanılacaktır.  | ***Greenhouse Roof Cover Material:***Polyethylene which is produced with PE technology, having UV, IR and antifog features, at least 300µ thick, at least 6% UV, V.A added and lasting at least 36 months must be used.  |
| Sera örtü malzemesinin sera konstrüksiyonuna örtülmesi de yüklenici firma tarafından yapılacaktır. Sera malzemelerinin konstrüksiyona tutturulması, Galvanizli profil ve PVC kaplı yaylar kullanılarak yapılacaktır. | The greenhouse roof cover is to be covered on the greenhouse construction by the contractor firm. Galvanized profile and PVC coated springs must be used when attaching greenhouse materials to the construction. |
| Sera örtüsünün gevşememesi ve şişme olmaması için gerektiğinde içten ve dıştan gergi ip ve dayanıklı tel yüklenici firma tarafından çekilecektir. | In order to prevent the greenhouse cover to loosen or swell, contractor firm must, if needed, draw guy ropes from the inside and the outside as well as a durable wire. |
|  | **Örtü Malzemesi Montaj Elemanları**Klipsleri: Montaj kolaylığının yanında, örtü ömrünün uzun olmasını sağlayan klipsler, çift taraflı rüzgar etkilerine karşı dayanıklılık ve ayrıca sızdırmazlık sağlayacak özellikte olmalıdır. Dikey bağlantılarda polikarbon malzemeli H klips, yatayda ise 1.5 metre ara ile polikarbon destek profili (40x40 mm) atılacak, üzerine örtü malzemesini tutturmak için 1.5 mm destek sacıkullanılacaktır. | **Cover Material Assembly Elements:**Clips: In addition to providing an easy assembly, clips ensuring a long cover life must be resistant to double-sided wind effects and be leak-proof. In vertical linkages, H clips which have polycarbon material must be used. In horizontal linkages, polycarbon support profiles (40 x 40 mm) must be used in each 1.5 m and to fasten the cover material 1.5 mm support sheet must be used. |
| Daha sonra kullanılmak üzere yedek 200 adet klips verilecektir. | Spare 200 clips will be provided for later use.  |
|  | **Çatı Havalandırma Sistemi:** Standartlarda, sera içi hava volümünün 1 dakika içerisinde boşalıp yerine taze hava dolmasını sağlayacak tepe havalandırma açıklığı gerekmektedir. Bunu sağlayabilecek havalandırma oranı boydan boya çift tarafa açılan % 40 yüksek havalanma oranı sağlayan kelebek model havalandırma sistemi olacaktır. Pencere çerçeveleri kauçuk ile izole edilerek su ve ısı izolasyonu sağlanmalıdır. | **Roof Ventilation System:**Standards require a crest ventilation opening to allow the air volume inside the greenhouse to drain within 1 minute and replenish fresh air. The ventilation rate that suits the standards is a butterfly model ventilation system opening to both sides from end to end that provides 40% higher ventilation rate. Window frames must be insulated with rubber to provide water and heat isolation. |
|  | **Sera Yağmur Olukları:**Yağmur olukları gotik yapı yüklerini karşılayabilecek ve yüksek su taşıma kapasitesi ile yağmur suyu tahliyesi ve sera içindeki terleme sularının sera dışına iletilmesi önemlidir. Bu sebeple oluklar, açılımı 50 cm ve 2 mm galvaniz saçtan olacaktır. Ayrıca sera olukları sonunda yağmur suyunu toplayıcı borular yerleştirilmelidir. | **Greenhouse Rain Gutters:**Rain gutters must be able to endure gothic construction loads. It is important that with their high water carrying capacity, rain gutters will be able to discharge rainwater and sweat water outside of the greenhouse. For these reasons, gutters must be made from galvanized sheet with 50 cm and 2 mm openings. In addition, pipes collecting rainwater must be placed to the end of greenhouse gutters. |
|  | **Sera Kapı Genişlikleri ve kapı ölçüleri**Toplam 3 adet kapı olacaktır.İki adet kapı giriş holünde ve seranın arkasında bir adet olacaktır.Giriş holü: 3 metre yüksekliğinde ve 3 metre genişliğinde olacaktır.Tüp girişin dışta kalan kısmındaki kapı 3 metre genişliğinde ve 2,80 m yüksekliğinde çift açılır olacaktır. İçeride kalan kapı, 3 metre genişlik ve 2,80 metre genişlikte sürgülü çift açılır olacaktır. Arka kapının genişliği 1 metre ve yüksekliği 2 metre olacaktır. Giriş kapısı sisterilzasyon amaçlı kullanılarak 1 adet Aksıyal fan ve dezenfekte çukuru inşaa edilecektir. | **Greenhouse Door Width and Door Sizes:**There will be 3 doors in total.2 doors will be in the entrance hall and one door will be behind the greenhouse.Entrance hall will be 3 meters high and 3 meters wide.The outer door of the tube entrance will be a double door which will be 3 meters wide and 2.80 meters high. Inner door will be a sliding double door which will be 3 meters wide and 2.80 meters high.Back door will be 1 meter wide and 2 meters high. Entrance door will be used with the purpose of sterilization and 1 tubeaxial fan and disinfection pit will be constructed. |
|  | ***Tasarım:*** Gotik sera, oluk altı yüksekliği 4,5 metre ve 9.6 metre açıklıkta. Sera sistemi, korozyon ve paslanmaya karşı uzun ömürlü olmasının yanında, projelendirilmesinde, seraların yapısal dizaynlarını ve konstrüksüyon özelliklerini belirleyen, TS-EN/13031 sera dizayn kriterleri göz önünde tutularak yapılacaktır. | ***Design:***Gothic greenhouse gutter bottom must be 4.5 meters high and 9.6 meters open. The greenhouse system will be long-lasting against corrosion and rust. Its project design will also be made by taking into account the TS-EN / 13031 greenhouse design criteria, which determines the structural design and construction characteristics of the greenhouses. |
|  | ***Yön:*** Sera uzun ekseni doğu batı doğrultusunda olmalıdır. | ***Direction:***Greenhouse’s long axis must be in the east-west direction. |
|  | ***Garanti:*** Yüklenici serada kullanılacak malzemeleri (Plastik örtü dâhil) işçilik ve montajından kaynaklanan aksaklıkları (Doğal afetler hariç ), seranın teslim tarihinden itibaren en az 2 (iki) yıl süreyle garanti etmelidir. | ***Warranty:***Contractor must guarantee the material that will be used for the greenhouse (including plastic cover), workmanship and installation defects (except for natural disasters) for at least 2 (two) years from the delivery date of the greenhouse. |
|  | ***Eğitim:*** Kurulumu yapılacak seraların kullanıcısına kurulum tamamlandıktan sonra yüklenici firma tarafından seranın günlük havalandırma süreleri, nem kontrolünün nasıl yapılacağı, aşırı sıcaklarda kireçleme ve gölgeleme teknikleri, aşırı yağışlı havalarda kar yüküne göre sera örtüsünün temizlenmesi, seranın genel kullanım şekli, serada kullanılan plastik malzemelerin ömrü vb. konularında kısa bir eğitim verilecektir. | ***Training:***The contractor must provide a brief training after the installation to the users of the greenhouse about the daily ventilation schedule of the greenhouse, how to control for humidity, liming and shading methods in extremely high temperatures, cleaning of the greenhouse cover according to the snow load in extremely rainy weather, general usage of the greenhouse, the life of plastic materials used in the greenhouse etc. |
|  | ***Fan-Ped Sistemi***:Her bir sera kompartmanının kuzey yönüne fanlar, güney yönüne pedler yerleştirlecektir. Tüm sera alanını serinletecek şekilde dizayn edilmelidir. İhtiyaç anlarında otomatik olarak kumanda edilebilmelidir.Soğutma peteği: Oluklu fiber kâğıttan yapılmış 6 m2 ped alanı, derinliği 150 mm ve oluk yüksekliği 7mm olacaktır.Soğutma peteği çerçeve: Galvanizli, alüminyum alaşımlı veya paslanmaz çelikFan kapasitesi: 10500 m3/h debili ve 1400 dev/dak. Radyal panjurluRezerv tankı: 1 m3 kapasitesinde ve pvc plastik Pompa kapasitesi:10m3/h ve 20 mss krom nikel pompaTüm bağlantıların montajında PE boru kullanılacaktır. | ***Fan-Ped System:***Fans must be installed in the north direction and pads must be installed in the south direction of the each compartment of the greenhouse. They must be designed to cool the entire greenhouse area. It must be controllable automatically in times of need.Cooling fin: The 6 m2 pad area must be made of grooved fiber paper and have 150 mm depth and a groove height of 7 mm. Cooling fin frame: Galvanized, aluminum alloyed or stainless steelFan capacity: 10500 m3/h and 1400 rpm. Radial louveredReserve tank: 1 m3 capacity and made of PVC plasticPump capacity: 10 m3/h and 20 mss chromium nickel pumpPE pipe must be used in all linkage installations.  |
|  | ***Sinek Tülü Sistemi:***Hastalık ve virüs etmenlerinin bulaşması ve yayılmasına karşı 25-50 mech'lik sinek tülü kullanılacaktır. Montajı pratik, kolay, gerdirme sistemi iyi olmalıdır. | ***Mosquito Net System:***In order to prevent transmission and spread of diseases and viruses, a mosquito net of 25-50 mech must be used. Installation must be practical and easy. Stretching system must be good. |
|  | ***Yüksek Basınçlı Nemlendirme Sistemi:*** Sisleme yöntemi ile nemlendirme ve serinletme uygulaması, en az 65-70 bar yüksek basınçlı atomizasyon başlıkları ile yapılacaktır. Yüksek basınçta püskürtülerek atomize edilecek su zerreleri bitki üzerine direkt gelmeyecek şekilde ayarlanmalıdır. Yüksek basınç sistemi için gerekli su takviye sistemi (tank vs.) kurulması gerekmektedir. Her iki sera departmanı için 2 ayrı 1 m3 rezerv tankı ve ana hat üzerine 1 adet su yumuşatma cihazı montesi yapılmalıdır. | ***High Pressure Humidification System:*** Humidification and cooling implementation with fogging method will be done by atomization caps with at least 65-70 bar high pressure. Atomized water droplets which will be sprayed with high pressure must be arranged in a way that they would not directly come at the plants. Water refill system (tank etc.) must be installed for high pressure system. For each greenhouse department, 2 separate 1 m3 reserve tanks and 1 water softener device on the main line must be installed.  |
|  | ***Sistem Parçaları:***Ana üniteler, dijital nem ve sıcaklık kontrol üniteleri, sisleme hatları, nozül taşıyıcı gövdeler, borular, bağlantılar, tüm üniteler için elektrik kontrol panelleri ce standartlarında ve zaman kontrollü olacaktır. Tüm ek parçaları ve nozüller krom nikel olacaktır. | ***System Components:***Main units, digital humidity and temperature control units, fogging lines, nozzle bearing bodies, pipes, linkages, electrical control panels for all units must be CE standard and time controlled. All articulation components and nozzles must be made of chromium nickel.  |
|  | ***Sera içi Isıtma Sistemi***Seraların ısıtma sisteminde, doğalgaz kullanılacaktır. Geceleri minimum 14-16oC’lik gündüz 16-27, gece 14-16 oC arasında, gece gündüz farkı 8–10 oC olacaktır. Sera ısıtma sistemi için bağımsız 500000 kcal/h kapasiteli otomatik kömür beslemeli sıcak su sera dağıtım kollektörüne kadar idarece temin edilecek, diğer tüm malzemeler yüklenici firma tarafından sağlanacaktır. Kollektör, dairesi içerisindeki boruların ısı kaybını önlemesi ve estetik bir görünüm için izolasyonu alüminyum sac ile kaplanması gerekmektedir. Kompartımanlardaki fide sehpaları aralarına zeminde 3 mt ara ile ayaklar üzerinde 51/2 çelik borular her aksa 6 sıra yerleştirilmeli, ana dağıtım borularına kauçuk hortumla bağlantısı yapılmalıdır. | ***Greenhouse Heating System***In the heating system of the greenhouses, natural gas will be used. At nights temperature will be at least 14-16oC and during the day it will be at least 16-27 oC. The difference between the day and the night must be 8-10 oC. For the greenhouse heating system, independent automatic coal-feed hot water distribution collector of 500000 kcal/h capacity will be allocated by the management. All other materials will be provided by the contractor. The collector must be covered with aluminum sheet to prevent heat loss in the pipes and to have an aesthetic appearance. Seedling tables in the compartments will be placed with 3 m intervals and 6 rows of 51/2 steel pipes on each axis will be placed on the legs and must be connected to the main distribution pipes with rubber hoses.  |
|  | ***Fide sehpaları, fide sehpası ısıtma sistemi çelik köklendirme kasaları ve ısıtma sistemi***Tamamı GZR galvanizli sacdan mamul, sera boyunca yerden 80 cm yüksekliğinde, 120 cm genişliğinde 40 m uzunlukta masa yapılacaktır. Ayaklar; 40x57 dış ölçülerde 1,5 mm kalınlıkta C şeklindeki profilden olacak, ayaklar arası 30x40 dış ölçülerde 1.5 mm kalınlıkta C şeklindeki profillerle ara bağlantıları yapılacaktır. Çapraz bağlantılar 27 mm çapında 1,5 mm et kalınlıkta yuvarlak profiller ile örtülecektir. Tamamen sökülebilir şekilde dizayn edilecek, bağlantı noktaları M8x25 galvaniz çelik cıvata ve fiberli somun ile sıkılacaktır. Masanın tabanı 1,5 galvaniz saçla ile kaplanacak, yanlarda 1,5 mm kalınlıktaki GZR galvanizli sactan mamul kenarlık olacaktır. Kenarlık, açılımı 210 mm olan 130x40 güçlendirilmiş L profil ile köşe birleştirmeleri su kaçağı olmayacak şekilde silikonlu yapılacaktır. Masa ayakları zeminin durumuna göre kot ayar vidalarına sahip olup yükseklik ayarı yapmak mümkün olacaktır. Boydan boya yekpare sera boyunca montajlanacak şekilde dizayn edilecektir.Masa içi ısıtma boruları masanın iç alt yüzeyine döşenecektir. Homojen bir ısıtma sağlaması ve ısı dalgalanmalarının yaşanmaması amacıyla, her 125 cm.lik masa icin 12 cm aralıklarla 16 mm. PEX borular kullanılacaktır.16mm PEX borular masaların 2 başındaki 2” kolektörlerin arasına döşenecektir.Kullanılan malzemeler CE ürün sertifikalı olacak ve masa içi ısıtmada max su sıcaklığı 40 derece olacaktır.Masaların bir tarafında sıcak su kollektörü, diğer tarafta dönüş kolektörü olacak, kollektöre girişte termostat kontrolu vanalar yardımıyla ısıtma suyu sıcaklık kontrolü sağlanacaktır. Her masaya bağımsız misleme sulama yapılacaktır.Masaların tabanına izolasyon sağlamak amacıyla 2cm kalınlığında polistren köpük döşenecek, PEX borular köpüklerin üzerine monte edilecektir. Yeterli yükseklikte perlit konulacaktır.Fide üretim alanı (1555,2 metrekare) ve fidan üretim alanı (777,6 metrekare) kadar yukarıdaki özelliklerdeki malzemeler kullanılarak fide sehpası ve köklendirme kasası teslim edilmelidir. | ***Seedling tables, seedling tables’ heating system, cutting frame and heating system***80 cm high, 120 cm wide and 40 m long table will be made throughout the greenhouse, all made of GZR galvanized sheet. 1.5 mm thick legs will have outer dimensions of 40x57 and a C-shaped profile. Between the legs; 1.5 mm thick interconnections will have outer dimensions of 30x40 and a C-shaped profile. Cross-connections will be covered with round profiles with a diameter of 27 mm and a wall thickness of 1.5 mm. It must be designed to be completely demountable and connection points must be tightened with M8x25 galvanized steel bolt and fibered nut. The base of the table will be covered with 1.5 galvanized sheet, with a 1.5 mm thick table border made of GZR galvanized sheet at the sides. Table border will have 210 mm opening and 130x40 reinforced L-profile and corner junctures will be siliconized in order to prevent water leak. Table legs will have elevation adjustment screws according to the floor condition and height adjustment will be possible. It will be designed to be installed as one-piece and throughout the greenhouse. Tables’ inner heating pipes will be furnished on the bottom, inner surface of the table. In order to ensure a homogenous heating and to prevent heat fluctuations, 16 mm PEX pipes will be used for every 125 cm of the table at 12 cm intervals.16 mm PEX pipes will be furnished between the 2’’ collectors which are at the sides of the tables.Materials that are used will be CE certified and the maximum water temperature of the tables’ inner heating will be 40 degrees.A hot water collector will be put on one side of the tables and the return collector will be put on the other side. At the entry of the collector, the temperature of the heating water will be controlled by the thermostat control valve. Independent irrigation will be provided for each table. In order to ensure isolation, 2 cm thick polystryene foam will be furnished on the base of the tables. PEX pipes will be installed on the foams. Perlite will be used at a sufficient height.Proper to above specifications seedling table and cutting frame for Seedling Area (1555,2 m2) and Sapling Area (777,6 m2) shall be delivered. |
|  | ***Isı perdesi ve gölgeleme sistemi***Sera çatı alanını boylu boyunca kapatacak şekilde dikilmiş %60-%70 oranında gölgelemeye sahip gölgeleme tülü ile sera yaz aylarında kapatılacakmış gibi gölge tülü hazırlığı yapılarak idareye teslim edilmelidir. | ***Thermal curtain and shading system***A shading veil with 60%-70% shading rate that will be stitched to cover the greenhouse’s roof area from end to end will be prepared and handed to the management as if the greenhouse will be covered fully during summertime.  |
|  | ***Fide fidan sulama sistemi*** Bomlu fide sulama 1555,2 m2 için Sulama sistemi redüktör ve makaralı halat yardımıyla, sera boyunca çift ray sistemi üzerinde hareket edecektir.Boom sulama siteminde sıvı gübrelemeye uygun ayarlanabilir nozül bulunacaktır.Sistem sulama arabası, hortum katlama arabası, taşıyıcı çelik ray sistemi makaralı halat sistemi, motor, sulama için gerekli diğer hortum, bağlantı parçaları ve püskürtme başlıklarından oluşacaktır.Kullanılan taşıyıcı ray sistemi galvanizli özel T kesitli (50x50x1.5mm) profillerden yapılmış olacaktır.Taşıyıcı ray sisteminin yüksekliği, ayarlı askı boruları ile değiştirilebilir özellikte olacaktır. Sulama kollarının yerden yüksekliği ayarlanabilir olacaktır.Kullanılacak olan sulama başlıkları ihtiyaca göre ayarlanabilir ve sulama kollarına özel birleştirme parçalarıyla monte edilebilir özellikte olacaktır.İhtiyaca göre farklı basınçla püskürtme kapasitesine sahip sulama başlıkları kullanılabilir özellikte olacaktır.Sistemde kullanılan tüm tesisat malzemesi ve fittings malzemeler 10 atü basınca dayanıklı olacaktır.Elektrik panosuna ilave edilebilen ayarlı şalter ile sistemin hareket hızı değiştirilebilir özellikte olacaktır.Sistemin hareketi arka kısıma monte edilen 380V (0.55 kw) gücündeki redüktör motoru ile sağlanacaktır.Fidan üretim alanı sulama sistemi (777,6 metrekare) fidanların sulaması için 4-5 metre dairesel atarlı pop up tipi spring sulama sistemi döşenecektir, sulama ana hat tesisatına yeterli basınçta su yatırımcı tarafından tahsis edilecektir. | ***Seedling Sapling Irrigation System***Seedling boom irrigation for 1555,2 m2The irrigation system will operate on the double rail system throughout the greenhouse with the aid of a reducer and a rolled rope.The boom irrigation system will have an adjustable nozzle suitable for liquid fertilization.The system irrigation cart will consist of hose folding cart, carrier steel rail system, rolled rope system, motor, other hose required for irrigation, junction pieces and spray nozzles. The carrier rail system to be used will be made of galvanized special T-section (50x50x1.5mm) profiles.The height of the carrier rail system will be changeable with adjustable hanger pipes.The height of the irrigation arms from the ground will be adjustable.Irrigation nozzles to be used will be adjustable when needed and will be able to be mounted to the irrigation arms with special junction parts.Based on the needs, irrigation nozzles with different spraying pressure capacity will be available.All the store equipment and fittings materials will be resistant to 10 bar pressure.With the adjustable switch that can be added to the electric panel, the movement speed of the system will be changeable.The movement of the system will be provided by the reducer engine at 380V (0.55 kw) power that will be attached at the back of the system.Sapling production area irrigation system (777,6 m2) will be furnished with 4-5 meters circular spraying, pop-up type spring irrigation system. Water with pressure sufficient to the irrigation main line installation will be allocated by the investor.  |
|  | ***Sera Drenaj sistemi***Sera sonlarına beton hatıl ile sera içi arasına mehilli cephe boyunca kanal bırakılarak bu kanal üzeri plastik taşma savağı konularak sera içindeki suyun dışarıya Q150 çapında atık su borusu ile tahliyesi yapılacaktır. | ***Greenhouse Drainage System***The water in the greenhouse will be discharged with a Q150 diametered waste water pipe by opening a canal between the concrete girders at the end of the greenhouse and along the sloping facade and placing a plastic spillway on this canal.  |
|  | Yüklenici, her türlü makine araç/gereç/malzeme işgücü ihtiyacını kendi imkânları ile karşılayacaktır. İdareden bu konu ile ilgili hiçbir yardım talebinde bulunmayacaktır. Yükleniciye iş yeri olarak teslim edilen kısımlarda, iş için getirilmiş malzemenin taşınması sırasında meydana gelecek zararlar, yüklenici tarafından bir ücret talep edilmeden yapılacaktır. | The contractor must supply all the needed machine/ equipment/ material/ work force by its own means. The contractor will not demand any help from the management on this issue. In the event of any damage during the transportation of the materials brought for the work in the divisions that have been handed to the contractor as work place, the contractor is obliged to fix without demanding any payment. |
|  | Yapım sırasında meydana gelebilecek kaza ve bunların sebebiyet verdiği maddi ve manevi zararlardan yüklenici sorumludur. | The contractor is responsible for the accidents that may occur during construction and for the financial and emotional damages caused by them. |
|  | Firma personeli idarenin kural ve talimatlarına uygun davranacaktır. | Employees of the firm will act in accordance with the rules and instructions of the management. |
|  | Firma yapım işine başlamadan önce bütün iş ve can güvenliği tedbirlerini alacaktır. Yapım onarım faaliyeti esnasında meydana gelen hasar, zarar ve kazalardan yüklenici firma sorumlu olacaktır. Oluşabilecek hiçbir olayda idare sorumlu tutulmayacaktır. | The contractor firm will take all work and life safety precautions before starting construction. The contractor will be responsible for any damages, losses and accidents that may occur during the construction and repair phase. The management will not be held liable for any event. |
|  | Yapılacak işin kontrol heyeti idare tarafından belirlenecektir. | The management will determine the control committee for the work.  |
|  | Yüklenici, kullanılacak malzemelerin yukarıda istenilen özellikleri şartları sağladığını gösteren belgeleri vermek suretiyle ispat edecektir. | The contractor must prove that the materials to be used are satisfying the conditions that are indicated above by providing related documents. |
|  | Kalite kontrol ve muayene sırasında lüzumlu her türlü personel, malzeme, test cihazları yüklenici firma tarafından temin edilecektir. | The contractor will provide all necessary personnel, material, and test devices during quality control and inspection. |
|  | Muayene esnasında dizayn veya imalat hataları sebebiyle meydana gelebilecek kaza ve hasarlardan yüklenici firma sorumlu olacaktır | The contractor will be responsible for any accidents and damages that may occur during the inspection due to design or manufacturing errors. |
|  | Proje Yönetim Biriminin onayı alınmadan yapılacak tüm işlemlerden doğacak aksaklıkların sorumluluğu yüklenici firma tarafından herhangi bir ücret talep edilmeden yerine getirilecektir. | The responsibility of the defects arising from all the operations which were done without the approval of the Project Management Unit will be fulfilled by the contractor without charge. |
|  | Montaj düzgün ve tekniğine uygun olacak, uygun olmayanlar tekrar söktürülüp montaj ettirilecektir. Yüklenici bundan dolayı herhangi bir ücret talep etmeyecektir.  | Installation must be proper and fitting, the parts that are not suitable will be disassembled and installed again. The contractor will not demand any payment for the reinstallation. |
|  | **Teknik Çizimler:**Teknik Çizimler aşağıdaki linkten temin edilebilir.<https://drive.google.com/open?id=1W7ORSxLYoNJR6egmlKWwWIlSRCB9-IT1> | **Technical Drawings:**Technical Drawings can be obtained via the below link.<https://drive.google.com/open?id=1W7ORSxLYoNJR6egmlKWwWIlSRCB9-IT1> |

# Section 5b: Other Related Requirements

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] *(Pls. link this to price schedule)* | DAP |
| Delivery Period | Maximum 40 days upon counter signature of contract and site delivery. |
| Exact Address of Delivery/Installation Location | Kilis 7 Aralık University Dept. of Agriculture, Kilis, Turkey |
| Inspection upon delivery | Please see Bid Data Sheet Item 34 |
| Scope of Training on Operation and Maintenance | Trainings for the systems described in Section 5a “Technical Specification” for greenhouse drainage, Irrigation and Climatization to the users of the beneficiary institution. |
| Warranty Period | 2 years Warranty and Guarantee against installation, parts, labor, material and coating failures, defects and breakdown |
| After-sale services Requirements  | [x]  Warranty on Parts and Labor for minimum period of 2 years[ ]  Technical Support [ ]  Provision of Service Unit when pulled out for maintenance /repair[ ]  Others *[pls. specify]* |
| Conditions for Release of Payment | 100 % of the total contract price shall be paid within 30 days upon acceptance and approval by UNDP of the goods and works and related invoices further to second 'Inspection and Acceptance Committee's acceptance report which will serve as the “Substantial Completion Certificate”. |
| All documentations, including catalogues, instructions and operating manuals, shall be in this language  | Turkish or English |

# Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with Item 22 of Instructions to Bidders section of the ITB.

**Technical Bid:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Bidding Forms?**  |  |
| * Form A: Bid Submission Form
 | [ ]  |
| * Form B: Bidder Information Form
 | [ ]  |
| * Form C: Joint Venture/Consortium/ Association Information Form
 | N/A |
| * Form D: Qualification Form
 | [ ]  |
| * Form E: Format of Technical Bid/Bill of Quantities
 | [ ]  |
| * Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?
 | [ ]  |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form F: Price Schedule Form
 | [ ]  |

## Form A: Bid Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | UNDP-TUR-ITB(SSS)-2018/02 |

We, the undersigned, offer to supply the civil works and related goods and related services required for Supply and Installation of Turnkey 2332,5 m2 Gothic Type Greenhouse in Kilis in accordance with your Invitation to Bid No. UNDP-TUR-ITB(SSS)-2018/02 and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any subcontractors or suppliers for any part of the contract:

1. is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
2. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
3. have no conflict of interest in accordance with Instruction to Bidders Clause 4;
4. do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
5. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
6. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and weembrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the civil works, related goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contracts for Civil Works and in accordance with the Schedule of Requirements and Technical Specifications.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Bidder*]

## Form B: Bidder Information Form

|  |  |
| --- | --- |
| **Legal name of Bidder** | [Complete] |
| **Legal address** | [Complete] |
| **Year of registration** | [Complete] |
| **Bidder’s Authorized Representative Information** | Name and Title: [Complete] Telephone numbers: [Complete]Email: [Complete] |
| **Are you a UNGM registered vendor?** | [ ]  Yes [ ]  No If yes, [insert UNGM vendor number]  |
| **Are you a UNDP vendor?** | [ ]  Yes [ ]  No If yes, [insert UNDP vendor number]  |
| **Countries of operation** | [Complete] |
| **No. of full-time employees** | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues** | [Complete] |
| **Is your company a member of the UN Global Compact**  | [Complete] |
| **Contact person that UNDP may contact for requests for clarifications during Bid evaluation**  | Name and Title: [Complete]Telephone numbers: [Complete]Email: [Complete] |
| **Please attach the following documents:**  | * Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the works being procured
* Certificate of Incorporation/ Business Registration and Trade Registry Gazette
* Circular of Signature / Signature Specimen
* Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
* Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
* Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
 |

## Form D: Eligibility and Qualification Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | UNDP-TUR-ITB(SSS)-2018/02 |

**History of Non- Performing Contracts**

|  |
| --- |
| [ ] Non-performing contracts did not occur during the last 3 years  |
| [ ]  Contract(s) not performed in the last 3 years |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|   |  | Name of Client: Address of Client: Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |
| --- |
| [ ]  No litigation history for the last 3 years |
| [ ]  Litigation History as indicated below |
| **Year of dispute**  | **Amount in dispute** (in US$) | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|   |  | Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute:Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years. Similar experience will be considered in respect of the following: manufacturing, constructing and/or general assembling of greenhouse structures and systems. Landscaping of a greenhouse will not be considered as a similar experience.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

[ ]  Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

In order to arrive to the USD values please use the conversion rates or cross rates of the Central Bank of Republic of Turkey ([www.tcmb.gov.tr](http://www.tcmb.gov.tr)). The conversion rate (selling prices) or the cross rate to be used is the rate published by the Central Bank of Republic of Turkey for the last day of the year in which the referenced work is completed. The conversion rates (selling prices) and cross rates (EUR/USD) for the years 2015, 2016 and 2017 are provided below for reference purposes.

|  |  |  |  |
| --- | --- | --- | --- |
| Year | Reference Institution | Reference Date | 1 USD = |
| 2015 | Central Bank of the Republic of Turkey | 31.12.2015 | 2.9233 TRL |
| 2016 | Central Bank of the Republic of Turkey | 30.12.2016 | 3.5255 TRL |
| 2017 | Central Bank of the Republic of Turkey | 29.12.2017 | 3.7843 TRL |

**Financial Standing**

|  |  |
| --- | --- |
| **Annual Turnover for the last 3 years** | Year       USD      Year       USD      Year       USD       |
| **Latest Credit Rating (if any), indicate the source** |  |

|  |  |
| --- | --- |
| **Financial information**(in US$ equivalent) | **Historic information for the last 3 years (2015, 2016 and 2017)** |
|  | 2015 | 2016 | 2017 |
|  | *Information from Balance Sheet* |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit  |  |  |  |
| Current Ratio |  |  |  |

[ ]  Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
	2. Historic financial statements must be audited by a certified public accountant;
	3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

In order to arrive to the USD values please use the conversion rates or cross rates of the Central Bank of Republic of Turkey ([www.tcmb.gov.tr](http://www.tcmb.gov.tr)). The conversion rate (selling prices) or the cross rate to be used is the rate published by the Central Bank of Republic of Turkey for the last day of the year in which the referenced work is completed. The conversion rates (selling prices) and cross rates (EUR/USD) for the years 2015, 2016 and 2017 are provided below for reference purposes.

|  |  |  |  |
| --- | --- | --- | --- |
| Year | Reference Institution | Reference Date | 1 USD = |
| 2015 | Central Bank of the Republic of Turkey | 31.12.2015 | 2.9233 TRL |
| 2016 | Central Bank of the Republic of Turkey | 30.12.2016 | 3.5255 TRL |
| 2017 | Central Bank of the Republic of Turkey | 29.12.2017 | 3.7843 TRL |

## Form E: Format of Technical Bid

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | UNDP-TUR-ITB(SSS)-2018/02 |

The Bidder’s Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**SECTION 1: Bidder’s qualification, capacity and expertise**

* 1. Relevance of specialized knowledge and experience on similar engagements done in the region/country.
	2. Quality assurance procedures and risk mitigation measures, if any.

**SECTION 2: Scope of Supply, Technical Specifications, and Related Services**

This section should demonstrate the Bidder’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

|  |  |
| --- | --- |
| **Works, goods and services to be Supplied and** **Technical Specifications**  | **Your response** |
| **Compliance with technical specifications** | **Comments** |
|  **Yes, we comply** | **No, we cannot comply***(indicate discrepancies)* |
|  | **Size of the Greenhouse;** |  |  |  |
|  | **Levelling of the Land**  |  |  |  |
|  | **Greenhouse Construction Elements:** |  |  |  |
|  | **Greenhouse’s Foundation, Floor** |  |  |  |
|  | **Connection Elements** |  |  |  |
|  | **Window Handle Profile** |  |  |  |
|  | **Greenhouse Cover Material** |  |  |  |
|  | **Greenhouse Roof Cover Material** |  |  |  |
|  | **Cover Material Assembly Elements** |  |  |  |
|  | **Roof Ventilation System** |  |  |  |
|  | **Greenhouse Rain Gutters** |  |  |  |
|  | **Greenhouse Door Width and Door Sizes** |  |  |  |
|  | **Design** |  |  |  |
|  | **Direction** |  |  |  |
|  | **Warranty** |  |  |  |
|  | **Training** |  |  |  |
|  | **Fan-Ped System** |  |  |  |
|  | **Mosquito Net System** |  |  |  |
|  | **High Pressure Humidification System** |  |  |  |
|  | **System Components** |  |  |  |
|  | **Greenhouse Heating System** |  |  |  |
|  | **Seedling tables, seedling tables’ heating system, cutting frame and heating system** |  |  |  |
|  | **Thermal curtain and shading system** |  |  |  |
|  | **Seedling Sapling Irrigation System** |  |  |  |
|  | **Greenhouse Drainage System** |  |  |  |

|  |  |  |
| --- | --- | --- |
| **Other Related services and requirements** *(based on the information provided in Section 5b)* | **Compliance with requirements**  | **Details or comments** **on the related requirements** |
|  **Yes, we comply** | **No, we cannot comply***(indicate discrepancies)* |
| Delivery Period | Maximum 40 days upon counter signature of contract and site delivery. |  |  |  |
| Exact Address of Delivery/Installation Location | Kilis 7 Aralık University Dept. of Agriculture, Kilis, Turkey |  |  |  |
| Inspection upon delivery | Please see Bid Data Sheet Item 34 |  |  |  |
| Scope of Training on Operation and Maintenance | Trainings for the systems described in Section 5a “Technical Specification” for greenhouse drainage, Irrigation and Climatization to the users of the beneficiary institution. |  |  |  |
| Warranty Period | 2 years Warranty and Guarantee against installation, parts, labor, material and coating failures, defects and breakdown |  |  |  |
| After-sale services Requirements  | [x]  Warranty on Parts and Labor for minimum period of 2 years[ ]  Technical Support [ ]  Provision of Service Unit when pulled out for maintenance /repair[ ]  Others *[pls. specify]* |  |  |  |
| Conditions for Release of Payment | 100 % of the total contract price shall be paid within 30 days upon acceptance and approval by UNDP of the works, related goods and related invoices further to second 'Inspection and Acceptance Committee's acceptance report which will serve as the “Substantial Completion Certificate”. |  |  |  |
| All documentations, including catalogues, instructions and operating manuals, shall be in this language | Turkish or English |  |  |  |

## Form F: Price Schedule Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | UNDP-TUR-ITB(SSS)-2018/02 |

The Bidder is required to prepare the Price Schedule following the below format.

**Currency of the Bid: USD**

**Price Schedule**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item #** | **Description** | **UOM** | **Quantity** | **Unit Price**  | **Total Price**  |
| 1 | **Supply and Installation of Turnkey** 2332,5**Gothic Type Greenhouse in Kilis** | NOS | 1 |  |  |
| Bid Total DAP, off-loaded/cleared, Kilis, Turkey (Incoterms 2010)  |  |
| **GRAND TOTAL** |  |

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of authorised signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Functional Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Form H: Performance Security Form

*(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

 Yıldız Kule, Floor: 16 Yukarı Dikmen Mahallesi, Turan Güneş Bulvarı, No:106, 06550, Çankaya, Ankara/Turkey

Fax No. :+90 312 496 1465

WHEREAS [*name and address of Contractor*](hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. DatedClick to enter , to deliver the goods and execute related works and 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 (contract signature date) and full completion of services by the Contractor.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .......................................................................................................................

Name of Bank .........................................................................................................

Address .................................................................................................................

1. Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. [↑](#footnote-ref-2)