



REQUEST FOR QUOTATION

NAME & ADDRESS OF OFFEROR	DATE: October 19, 2020
	REFERENCE: UNDP-TUR-RFQ(GREEK)-2020/52

Dear Sir / Madam,

We kindly request you to submit your quotation for the **Procurement of Video Shooting Equipment**. The items are detailed in the attached Technical Specifications in Annex-I of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex-II.

Quotations must be submitted on or before the deadline indicated in the RFQ via e-mail to the address below:

**United Nations Development Programme
(UNDP)
Yıldız Kule, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,
Çankaya, Ankara/Turkey**

Feride Bahar Erdoğan, Project Associate
E-mail: tr.procurement@undp.org
Fax: +90 312 496 14 63

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

Sayın İlgili,

Video Çekim Ekipmanı Satın Alımı için teklifinizi sunmanızı saygılarımızla rica ederiz. Teklife Davet Ek-I'de verilen Teknik Şartname'de kalemler detaylandırılmıştır. Teklifinizi lütfen Ek-II'de sunulmuş formun rehberliğinde hazırlayınız.

Teklifler aşağıda belirtilen adrese, Teklife Davet'de belirtilen son başvuru tarihine kadar e-posta ile teslim edilmelidir:

***Birleşmiş Milletler Kalkınma Programı
(UNDP)
Yıldız Kule, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,
Çankaya, Ankara/Türkiye***

*Feride Bahar Erdoğan, Proje Sorumlusu
E-posta: tr.procurement@undp.org
Faks: +90 312 496 14 63*

Teklifin belirtilen tarihte veya öncesinde, ilgili adrese ulaşması sizin sorumluluğunuzdadır. Belirtilen tarih ve saatten sonra UNDP'ye teslim edilen teklifler hangi sebeple olursa olsun, değerlendirmeye alınmayacaktır.

<p>Please note that the quotations shall be prepared with the consideration of below issues. Turkish version of the solicitation documents is given only for reference purposes. English version will govern the procurement procedure.</p> <p>This letter is not to be construed in any way as an offer to contract with your company.</p> <p>Please take note of the following requirements and conditions pertaining to the supply of the required good/s:</p>	<p><i>Teklifler, aşağıda sunulmakta olan hususlar dikkate alınmak sureti ile hazırlanacaktır. İhale dokümanının Türkçe sürümü sadece referans amaçlı verilmektedir. Satın alma süreci için İngilizce sürüm geçerli olacaktır.</i></p> <p><i>Bu mektup, hiçbir şekilde sözleşme yapma teklifi olarak değerlendirilmemelidir.</i></p> <p><i>Teklifinizi hazırlarken lütfen aşağıda belirtilen gereklilikleri ve koşulları dikkate alınız:</i></p>
<p>Currency of Quotation <i>Teklifin Para Birimi</i></p>	<p>US Dollars <i>ABD Doları</i></p> <p>The Contractor shall not be entitled to receive any price difference and/or additional amount from UNDP for whatsoever reason, including but not limited to increase in the costs of the Contractor or any missing goods/services in its Price Schedule to be submitted in response to this RFQ.</p> <p><i>Tedarikçi, maliyet artışı veya Fiyat Teklifi'ndeki eksik mal/hizmet sebepleri de dahil olmak üzere ve bunlarla da sınırlı olmamak kaydıyla hiçbir sebeple UNDP'den fiyat değişikliği ve/veya fiyat artışı talep edemeyecektir.</i></p>
<p>Value Added Tax (VAT) on Price Quotation <i>Fiyat Teklifinde Katma Değer Vergisi (KDV)</i></p>	<p>Prices must be exclusive of VAT. <i>Fiyatlar KDV'den muaftır.</i></p> <p>UN and its subsidiary organs are exempt from taxes. It is the Offeror's responsibility to learn from relevant authorities (Ministry of Treasury and Finance) and/or to review and confirm published procedures and to consult with a certified financial consultant as needed to conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT.</p> <p><i>Birleşmiş Milletler ve bağlı organları vergilerden muaftır. Bu bağlamda, KDV muafiyeti ile ilgili olarak yerel otoritelerden (Hazine ve Maliye Bakanlığı) bilgi alınması ve/veya KDV muafiyeti uygulamasının ilgili kanun ve yasal mevzuata göre kapsam ve prosedürlerinin bir Mali</i></p>

	<i>Müşavirden öğrenilmesi Teklif Veren'in yükümlülüğüdür.</i>
Deadline for the Submission of Quotation <i>Son Teklif Verme Tarihi</i>	18:00hrs (GMT + 3), Monday, October 26, 2020 <i>26 Ekim 2020, Pazartesi 18:00 (GMT + 3)</i>
Period of Validity of Quotes starting from the Deadline for Submission of Quotations <i>Son Teklif Verme Tarihinden İtibaren Tekliflerin Geçerlilik Süresi</i>	90 Days <i>90 Gün</i>
Partial Quotes <i>Kısmi teklif</i>	Not permitted <i>İzin verilmemektedir.</i>
Conditions for Submitting Offers for Parts or Sub-parts of the RFQ <i>Teklif Davet'in Kısım veya Alt-kısımlarına Teklif Verme Koşulları</i>	Offerors may submit quotations for any one, two, three or all of the LOTs listed in the Price Schedule. However, the Offerors must quote prices for all of the items of the respective LOT(s), for which they submit quotations. <i>İstekliler Fiyat Çizelgesi'nde belirtilen LOT'lardan herhangi birine, ikisine, üçüne veya hepsine birden teklif sunabilirler. Lakin, İstekliler teklif sundukları ilgili LOT veya LOT'larda belirtilen tüm kalemler için teklif sunmak zorundadırlar.</i>
UNDP's Right to Vary the Requirements <i>UNDP'nin Gereklikleri Değiştirme Hakkı</i>	UNDP reserves the right to vary the quantity of the goods and services stated in the Price Schedule without any change in the unit price or other terms and conditions at the time of contract award or during contract implementation. <i>UNDP sözleşmenin imzası ya da uygulaması aşamasında Fiyat Çizelgesi'nde ürün ve hizmetler için belirtilen adetleri, birim fiyat veya diğer şart ve koşullarda değişiklik olmaksızın değiştirme hakkını saklı tutar.</i>
Expected Date for Commencement of Contract <i>Beklenen Sözleşme Başlangıç Tarihi</i>	30 October 2020 <i>30 Ekim 2020</i>
Delivery Terms <i>Teslim Şartları</i>	The items to be ordered by UNDP shall be delivered to <i>The Training and Doctrines Command (EDOK) Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Turkey</i> , with all transportation and insurance costs borne by the Contractor, latest by 10 December 2020. For those goods that require installation, the Contractor shall send its technical personnel with the goods to the addresses and ensure that the installation is performed by its personnel. All

	<p>costs relating to installation shall be borne by the Contractor.</p> <p><i>UNDP tarafından sipariş edilecek ürünler Tedarikçi tarafından Eğitim ve Doktrin Komutanlığı (EDOK) Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Türkiye adresine tüm nakliye ve sigorta bedelleri Tedarikçi tarafından ödenmek üzere, en geç 10 Aralık 2020 tarihinde teslim edilecektir. Montaj gerektiren ürünler için Tedarikçi, ürünlerle birlikte teknik elemanlarını da ilgili adreslere gönderecek ve montajın elemanları tarafından yapılmasını sağlayacaktır. Montaja ilişkin tüm masraflar Tedarikçi tarafından karşılanacaktır.</i></p> <p>The targeted delivery and installation date of the items specified in this RFQ and Technical Specifications is 10 December 2020, at latest. Those quotations with delivery and installation dates later than 10 December 2020 may not be taken into consideration and may be rejected by UNDP.</p> <p><i>Bu Teklife Davet'in ve Teknik Şartname'nin içeriği olan kalemlerin hedeflenen teslimat ve kurulum tarihi en geç 10 Aralık 2020'dir. Teslimat ve kurulum tarihleri 10 Aralık 2020'den sonra olan teklifler, UNDP tarafından dikkate alınmayarak reddedilebilir.</i></p>
<p>Liquidated Damages</p> <p><i>Maddi Tazminat</i></p>	<p>To be imposed under the following conditions:</p> <p>In case of the Contractor's failure to deliver and install the goods by 10 December 2020 or non-performance as required by RFQ and the Contract.</p> <p><i>Aşağıdaki durumlarda uygulanacaktır:</i></p> <p><i>Tedarikçinin en geç 10 Aralık 2020 tarihinde ürünlerin teslimat ve kurulumunu tamamlayamamış veya Teklife Davet'de ve verilecek sözleşmede belirtilen şekilde yapmamış olması halinde.</i></p> <p>0.2% of the total contract amount per week of delay shall be deducted from the payment to be affected by UNDP to the Contractor, as liquidated damages.</p>

	<p><i>UNDP tarafından Tedarikçi'ye ödenecek olan meblağdan gecikilen her hafta için toplam sözleşme bedelinin %0.2'si kadarlık bir kesinti, maktu tazminat olarak uygulanacaktır.</i></p> <p>Once a deduction of 20% (twenty percent) of the total contract amount has been reached, UNDP may consider termination of the contract.</p> <p><i>Kesinti bedeli sözleşme bedelinin %20'sine (yüzde yirmisine) ulaştığında UNDP sözleşmeyi feshetmeyi değerlendirebilir.</i></p>
<p>Payment Terms</p> <p><i>Ödeme Şartları</i></p>	<p>100% of the payment for the goods delivered shall be affected upon acceptance and approval of the goods and related invoices by UNDP. The Contractor shall prepare its invoices upon delivery of all items.</p> <p><i>Sağlanan ürünlere ilişkin %100 ödeme, söz konusu ürünlerin ve ilgili faturaların UNDP tarafından kabul edilerek onaylanmasını müteakip yapılacaktır. Tedarikçi, faturalarını tüm kalemlerin teslim edilmesini müteakip oluşturacaktır.</i></p>
<p>Evaluation Criteria</p> <p><i>Değerlendirme Kriterleri</i></p>	<p>Technical responsiveness / Full compliance to requirements and lowest price</p> <p><i>Teknik Uyumluluk / Gerekliliklere tam karşılık verme ve en düşük fiyat</i></p>
<p>UNDP will award to</p> <p><i>UNDP Sözleşmeyi</i></p>	<p>One and only one supplier for each LOT.</p> <p><i>Her bir LOT için sadece bir tedarikçi ile imzalayacaktır.</i></p>
<p>Warranty Conditions</p> <p><i>Garanti Şartları</i></p>	<p>The goods to be procured within the context of this tender shall be covered under a minimum 2-year warranty by the Contractor following the acceptance by UNDP unless specific provision is set forth in the technical specification of the item.</p> <p><i>Bu ihale kapsamında temin edilecek ürünler, ilgili kaleme ait teknik özelliklerde aksine bir hüküm öngörülmediyse UNDP tarafından kabul edildikten sonra minimum 2 yıl tedarikçinin garantisi altında olacaktır.</i></p>

<p>Precedency</p> <p><i>Öncelik</i></p>	<p>The Turkish version of the tender document is given only for reference purposes and in case of an inconsistency between the Turkish and English versions, English version shall prevail.</p> <p><i>İhale dökümanının Türkçe versiyonu sadece referans amaçlı verilmiş olup, Türkçe ve İngilizce versiyonlar arasında herhangi bir uyumsuzluk olması halinde İngilizce versiyon geçerli olacaktır.</i></p>
<p>Documents that <u>Must</u> be Submitted by The Offeror to Establish Qualification</p> <p><i>Teklif Sahibi Tarafından Sunulması <u>Zorunlu</u> Dökümanlar</i></p>	<p>a) Trade Registry Gazette: Copy of the Trade Registry Gazette showing the establishment of the company</p> <p><i>a) Ticaret Sicili Gazetesi: Şirketin kuruluş ilanını gösteren Ticaret Sicil gazetesi kopyası</i></p> <p>b) Chamber Registration: (i) Real person entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce/industry/tradesmen and craftsmen or any other corresponding chamber. (ii) Legal entity Offerors: A registration certificate obtained within the year of date of the RFQ or within the year of Quotation submission deadline, from chamber of commerce and/or industry.</p> <p><i>b) Oda Kaydı: (i) Gerçek kişi istekliler: Kayıtlı olunan ticaret veya sanayi odasından veya esnaf ve sanatkârlar odasından veya ilgili meslek odasından, teklife davet tarihinin ya da son başvuru tarihinin içinde bulunduğu yılda alınmış, ilgili odaya kayıtlı olunduğunu gösterir belgenin aslı. (ii) Tüzel kişi istekliler: İlgili mevzuat gereği kayıtlı olunan ticaret ve/veya sanayi odasından, Teklife Davet tarihinin ya da son başvuru tarihinin içinde bulunduğu yılda alınmış, tüzel kişiliğin odaya kayıtlı olduğunu gösterir belge aslı.</i></p> <p>c) Signature Authority: (i) Offerors who are Real Bodies: The original version of the notarized Authority to Sign document. (ii) Offerors who are Legal Bodies Original or notarized copy of the Trade Registry Gazette showing the latest status indicating the partners, members or founders of the legal entity and officials in the administration</p>

	<p>of the legal entity, and notarized signatory circulars and the original version of the notarized Authority to Sign document.</p> <p><i>c) İmza Yetkisi: (i) Gerçek kişi istekliler: Noter tasdikli imza beyannamesi örneğinin aslı. (ii) Tüzel Kişi İstecliler: İlgisine göre tüzel kişiliğin ortakları, üyeleri veya kurucuları ile tüzel kişiliğin yönetimindeki görevlileri belirten son durumu gösterir Ticaret Sicil Gazetesi'nin aslı veya noter tasdikli kopyası veya bu hususları tevsik eden belgeler ile tüzel kişiliğin noter tasdikli imza sirküleri ve noter tasdikli yetki belgesinin aslı</i></p> <p>d) Submission of each page of the RFQ and its Annexes duly signed and stamped</p> <p><i>d) Teklife Davet dökümanının ve eklerinin her bir sayfasının usulüne uygun şekilde imzalı ve kaşeli olarak teslim edilmesi</i></p>
<p>Annexes to this RFQ <i>Teklif Davet'in Ekleri</i></p>	<p>-Technical Specifications (Annex–I) <i>-Teknik Şartname (Ek–I)</i></p> <p>-Form for Submission of Quotation (Annex–II) <i>-Teklif Sunum Formu (Ek–II)</i></p> <p>-General Terms and Conditions for Contracts (Annex–III) <i>-Sözleşmeler için Genel Şart ve Koşullar (Ek–III)</i></p> <p>Non-acceptance of the terms of the General Terms and Conditions shall be grounds for disqualification of the Offeror from this procurement process. <i>Genel Şart ve Koşulların kabul edilmemesi teklif sahibinin diskalifiye olmasına sebep olacaktır.</i></p>

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

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected. At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation.

At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

<http://www.undp.org/procurement/protest.shtml>

Belirtilen diğer tüm değerlendirme ölçütlerin yanı sıra, teknik şartnameler, gereklilikler ve koşullar ile uyumlu olan ve en düşük fiyatı veren teklif seçilecektir. Belirtilen gereklilikleri karşılayamayan teklifler reddedilecektir.

Birim fiyat ile birim fiyatın adet ile çarpılmasından elde edilen toplam fiyat arasında bir farklılık olması durumunda, hesaplamalar UNDP tarafından yeniden yapılacaktır. Bu durumda, birim fiyat dikkate alınarak toplam fiyat düzeltilenektir. Teklif Sahibi UNDP tarafından yapılan bu yeniden hesaplamayı kabul etmez ise, teklifi geçersiz sayılacaktır. Teklif alındıktan sonra, teklifin geçerlilik süresi dahilinde; enflasyon, kur dalgalanmaları vb. piyasa koşullarından kaynaklı bir fiyat değişimi UNDP tarafından kabul edilmez.

Sözleşme veya sipariş emrinin imzalanması sırasında UNDP, ürünlerin adetlerini birim fiyat ve diğer koşullarda değişiklik olmaksızın maksimum %25 artırma hakkına sahiptir.

Bu Teklife Davet sonucunda imzalanacak sözleşme, ekte sunulan Genel Şart ve Hükümleri'ne tabidir. Bu bağlamda, Teklif Sahibi, teklifini sunmakta, sorgulamaksızın Ek III'de sunulan UNDP Genel Şart ve Hükümleri'ni kabul etmiş olur.

Değerlendirme süreci tamamlanmadan, UNDP herhangi bir teklifi kabul etme, sözleşme yapma veya Teklif Sahibi'nin teklifi hazırlarken ve sunarken yapmış olduğu masraflarla ilişkili hiçbir koşuldaki sorunlu tutulamaz.

UNDP'nin satıcı protesto prosedürü; rekabetçi bir ihale süreci sonucunda bir satınalma siparişi veya sözleşme olmaması durumunda kişiler veya firmalar için itiraz etme imkânı sunmayı amaçlamaktadır. Eğer bir satınalma sürecinde kendinize adil muamele edilmediğini düşünüyorsanız, aşağıdaki uzantıdan satıcı protesto işlemlerine ilişkin detaylı bilgi edinebilirsiniz:

<http://www.undp.org/procurement/protest.shtml>

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

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

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Sukhrob Khojimatov
Deputy Resident Representative

October 19th, 2020

UNDP; sizin, iştiraklerinizin veya personelinizin söz konusu Teklife Davet kapsamında belirtilen gereksinimlerin, tasarımların, özelliklerin, maliyet tahminlerinin ve kullanılan diğer bilgilerin hazırlanmasına dahil olması durumunda UNDP'ye bildirmek suretiyle, çıkar çatışmalarının önlenmesini ve engellenmesini önerir.

UNDP yolsuzluk ve diğer yasaklanmış eylemlere sıfır tolerans uygular ve UNDP faaliyetlerinde yer alan üçüncü partiler de dahil olmak üzere UNDP'ye karşı yapılan bu eylemleri tespit etmeye ve ortadan kaldırmaya yönelik taahhüdünü ortaya koyar. UNDP kendi tedarikçilerinin aşağıdaki uzantıda sunulan BM Tedarikçi Davranış İlkeleri'ne katılmalarını bekler.

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Teşekkür eder, teklifinizi sunmanızı rica ederiz.

Saygılarımızla,

*Sukhrob Khojimatov
Mukim Temsilci Yardımcısı*

19 Ekim 2020

ANNEX-I TECHNICAL SPECIFICATIONS / EK-I TEKNİK ŞARTNAME**GENERAL SPECIFICATIONS APPLICABLE FOR ALL ITEMS**
TÜM KALEMLER İÇİN GEÇERLİ GENEL ŞARTLAR

0.1. Procurement and installation of devices shall be turn-key. The Contractor shall ensure delivery of items in working order, in compliance with relevant standards set forth in the technical specifications.

0.1. Cihazların temini ve montajı anahtar teslimi şeklinde olacaktır. Cihazların teknik şartnamede bahsi geçen ilgili standartlara uygun çalışır halde teslimi yüklenici tarafından sağlanacaktır.

0.2. All these products and components shall be brand new, with their original packaging unopened. The products shall have no scratches or wear and tear, etc. indicating that they were used before.

0.2. Tüm ürünler ve aksamaları hiç kullanılmamış ve orijinal ambalajı açılmamış olacaktır. Ürünler üzerinde, öncesinde kullanılmış olduğuna dair herhangi bir çizik, aşınma vb. belirtiler olmayacaktır.

0.3. The Contractor shall provide all kinds of equipment and materials to ensure that the items are operating. The values given in the technical specifications are minimal values, devices with superior features may be offered.

0.3. Yüklenici tedarik ettiği ekipmanların çalışması için her türlü teçhizat ve malzemeyi sağlayacaktır. Teknik şartnamede verilen değerler minimum değerler olup, daha üstün özellikli cihazlar teklif edilebilecektir.

0.4. None of the products shall be EOL (End of Life) on the date of offer.

0.4. Ürünlerin hiçbirisi teklif tarihinde EOL (End of Life) ürünler olmayacaktır.

0.5. Detailed technical specifications (configuration guide, etc.) and datasheets of all products shall be accessible from the manufacturer's web site.

0.5. Tüm ürünlerin teknik özelliklerine ait detaylı bilgilere (configuration guide, vb.) ve veri sayfalarına (datasheet) üreticinin web sitesinden ulaşılacaktır.

0.6. Datasheets belonging to the devices and manuals, their use, implementation of protocols mentioned in the specification and technical specifications of the devices shall be delivered with the product in English or Turkish, in a CD/DVD media (preferably in pdf format).

0.6. Cihazlara ait veri sayfaları (datasheetler), kullanımlarına, şartnamede bahsi geçen protokollerin uygulamalarına ve cihazların teknik özelliklerine ait el kitapçıkları (manueller) İngilizce veya Türkçe olarak bir CD/DVD medya içerisinde (tercihen pdf formatında) ürünle birlikte teslim edilecektir.

0.7. In the installation phase; the equipment and installation materials whose technical specifications are not defined in this specification, but to be used to make the equipment work, may be used by the contractor upon UNDP's approval. To ensure that the items are operating, all equipment not mentioned in the Contractor's offer shall be provided by the contractor free of charge during the installation phase.

0.7. Kurulum aşamasında, bu şartnamede teknik özelliği tanımlanmayan fakat ekipmanların çalışması için kullanılacak teçhizat ve montaj malzemesi UNDP'nin onayı alındıktan sonra tedarikçi tarafından kullanılabilir. Ekipmanların çalışması için, yüklenici teklifinde yer almayan her türlü teçhizat, kurulum aşamasında tedarikçi tarafından ücretsiz olarak sağlanacaktır.

0.8. Operating, installation, repair-maintenance books and if applicable, other technical diagrams and technical documents (including power supplies) shall be provided.

0.8. Temel cihazlar için işletme, kurulum, tamir-bakım kitapları ve eğer var ise diğer teknik şemalar, teknik dokümanlar (güç kaynakları dâhil) sağlanacaktır.

0.9. All special tools, test devices and customization apparatus required for the use of the devices shall be provided.

0.9. Cihazların kullanımı için gerekli olan tüm özel alet, test cihazı, ayar aparatlar sağlanacaktır.

0.10. All necessary special interface, software, cables, connectors and other accessories for offered devices shall be provided.

0.10 Teklif edilen cihazlar için tüm gerekli özel arabirim, yazılım, kablo, konektör ve diğer aksesuarlar sağlanacaktır.

0.11. Original documents and manuals on the use, operation, maintenance and repair of the purchased systems, products and software shall be provided. No extra payment shall be requested for these documents.

0.11. Satın alınan sistemlerin, ürünlerin ve yazılımların kullanım, operasyon, bakım ve tamir bilgilerini kapsayan orijinal doküman ve kitapları verilecektir. Bu dokümanlar için ek ücret talep edilmeyecektir.

0.12. Technical documents for all devices and if applicable, brochures shall be provided within the offer to be submitted by the Offerors.

0.12. İhale değerlendirilmesinde kullanılmak üzere tüm cihazlara ait teknik dokümanlar ve varsa broşürler teklif sahipleri tarafından teklifin içerisinde sağlanacaktır.

0.13. The Offerors are obliged to fulfil the conditions of the specifications as a whole.

0.13. Teklif Sahipleri şartname koşullarını bir bütün olarak sağlamak zorundadır.

0.14. The Contractor shall carry out the entire installation of the system.

0.14. Yüklenici, sistemin tüm kurulumunu yapacaktır.

0.15. All devices necessary for the system shall be configured and delivered in working condition by the Contractor.

0.15. Sistem için gerekli olan tüm cihazlar Yüklenici tarafından konfigürasyonu yapılacak ve çalışır halde teslim edilecektir.

0.16. All additional materials related to installation shall be covered by the Contractor.

0.16. Kurulum ile ilgili tüm ek malzemeler Yüklenici tarafından karşılanacaktır.

0.17. The installation procedure shall be coordinated with technical personnel assigned by UNDP and the installation shall be carried out at the desired place and time with the desired configuration.

0.17. Kurulum işleminde UNDP tarafından belirlenen teknik görevlileri ile koordine olunacak, istenilen yer ve zamanda istenilen konfigürasyon ile kurulum işlemi yapılacaktır.

0.18. The installation shall be carried out in compliance with the manufacturers' recommendation for best installation (Best Practice).

0.18. Kurulum, üreticilerinin tavsiye ettiği en iyi kurulum (Best Practice) yapısına uygun olarak yapılacaktır.

0.19. The Manufacturer names provided throughout the Technical Specifications are for reference purpose only. The Offerors may offer items produced by a different Manufacturer, given that the provided item is at least of equal specifications to the item provided in the Technical Specifications.

0.19. Teknik Şartname boyunca belirtilen Üretici isimleri yalnızca referans olması için belirtilmiştir. İstekliler, teklif edilen ürünün özellikleri en az Teknik Şartname'de belirtilen ürünün özelliklerine eşit olması kaydıyla başka bir Üretici tarafından üretilmiş bir ürün teklif edebilirler.

LOT 1: VIDEO SHOOTING EQUIPMENT
LOT 1: VİDEO ÇEKİM EKİPMANI

Items to be Supplied <i>Talep Edilen Ürün</i>	VIDEO RECORDING CAMERA <i>VİDEO KAYIT KAMERASI</i>	
Quantity <i>Adet</i>	1	
Item No. <i>Kalem No.</i>	1.1	
Spec. No. <i>Özellik No.</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered <i>Teklif Edilen Özellikler</i>
1	General Specifications <i>Genel Özellikler</i> <ul style="list-style-type: none"> At least 16ft (5m) waterproof <i>En az 16ft (5m) su geçirmezlik.</i> Voice Control <i>Sesle kontrol</i> Touch screen <i>Dokunmatik ekran</i> 	
2	Photograph Capabilities <i>Fotoğraf Kabiliyetleri</i> <ul style="list-style-type: none"> 18MP Source, 16.6MP Stitched 360 Photo <i>18MP Kaynak, 16.6MP 360 derece birleştirilmiş fotoğraf</i> 270° 6.2MP Panoramic, Horizon Leveling <i>270° 6.2MP Panoramik, Ufuk Hizalama</i> Wide, linear, narrow digital lenses / viewing angles <i>Geniş, doğrusal, dar dijital lensler / görüş açıları</i> Photo Timer <i>Fotoğraf Zamanlayıcısı</i> Setting feature to tune and enhance the footage, control Field of View (FOV), frames per second (fps), video resolution, shoot video and take photos at the same time <i>Görüntüyü ayarlamak ve geliştirmek, görüş açısını (FOV) kontrol etmek, kare / saniye (fps), video çözünürlüğü, video çekmek ve aynı anda fotoğraf çekmek için ayar özelliği</i> 	
3	Video Capabilities <i>Video Kabiliyetleri</i> <ul style="list-style-type: none"> 6K30 Source / 5.6K30 Stitched; 3K60 Source / Stitched Spherical Video <i>6K30 Kaynak / 5.6K30 Birleştirilmiş; 3K60 Kaynak / Birleştirilmiş Küresel Video</i> Advanced level video stabilization and horizon levelling feature <i>İleri düzey video stabilizasyon ve ufuk hizalama özelliği</i> Timelapse with 0.5, 1, 2, 5, 10, 30, 60 seconds; 2, 5, 30, 60 minutes intervals <i>0.5, 1, 2, 5, 10, 30, 60 saniyelik hızlandırılmış çekim; 2, 5, 30, 60 dakikalık aralıklar</i> 6K Source / 5.6K Stitched Spherical TimeWarp with auto, 2x, 5x, 10x, 	

	<p>15x, 30x intervals <i>6K Kaynak / otomatik, 2x, 5x, 10x, 15x, 30x aralıklı 5.6K Birleştirilmiş Küresel Zaman Atlama</i></p> <ul style="list-style-type: none"> • On-Screen Shortcuts <i>Ekran Kısayolları</i> • Short Clips <i>Kısa Klipler</i> • 2x Slow-Motion <i>2x Ağır Çekim</i> • Exposure Control <i>Işıklama Kontrolü</i> • 1080p Live Streaming <i>1080p Canlı Akış</i> 	
4	<p>Audio Features <i>Ses Özellikleri</i></p> <ul style="list-style-type: none"> • Advanced Wind-Noise Reduction with 6-Microphone Processing <i>6 Mikrofon İşlemcili ileri Düzey Rüzgar Gürültüsü Azaltıcı</i> • Premium Performance Stereo Audio <i>Yüksek Performanslı Stereo Ses</i> • 360 Degree Audio <i>360 Derece Ses</i> • RAW Audio Capture <i>RAW Ses Yakalama</i> 	
5	<p>Connected Features <i>Bağlı Özellikler</i></p> <ul style="list-style-type: none"> • Wi-Fi + Bluetooth <i>Wi-Fi + Bluetooth</i> • GPS • Online App <i>Çevrimiçi Uygulama</i> • Auto Offload to Phone <i>Telefona Otomatik Aktarma</i> • Auto Upload to the Cloud upon subscription <i>Abonelik ile Buluta Otomatik Yükleme</i> • USB-C Port <i>USB-C Portu</i> 	
6	<p>Accessories and Add-ons <i>Aksesuarlar ve Eklentiler</i></p> <ul style="list-style-type: none"> • 1600mAH Lithium-Ion rechargeable and removable battery <i>1600mAH Lithium-Ion Şarj Edilebilir ve çıkarılabilir pil</i> • Curved Adhesive <i>Kavisli Yapıştırıcı</i> • 2 Protective Lenses <i>2 adet Koruyucu Lens</i> • 2 Lens Caps <i>2 adet Lens Kapağı</i> • Microfiber Bag <i>Mikrofiber Çanta</i> • Mounting Buckle <i>Montaj Tokası</i> • USB-C Cable <i>USB-C Kablosu</i> 	

	<ul style="list-style-type: none"> Thumb Screw <i>Başparmak Vida</i> Plus 64 GB Capacity SD Card <i>Artı 64 GB Kapasiteli SD Kart</i> Invisible Selfie Stick made of lightweight aluminum and telescopes from 28.5cm to 120cm in length, 1/4 "-20 camera screws on the mounting platform <i>28.5cm ile 120cm uzunluğunda hafif alüminyum ve teleskoaplardan yapılmış, montaj platformunda 1/4 "-20 kamera vidası bulunan görünmez selfie çubuğu)</i> Vacuum connector apparatus durable up to 240 km / h fully compatible with camera <i>240 km/s hıza kadar dayanıklı vakumlu kamera ile tam uyumlu bağlantı aparatı</i> 	
7	<p>Video Footage Integration with Existing Video Stream Platforms <i>Mevcut Video Akış Platformları ile Video Görüntü Entegrasyonu</i></p> <ul style="list-style-type: none"> 360 Degree and VR footage output of the Video Recording Camera should be compatible with the existing Video Stream Platforms in Land Forces Command and necessary software changes should be made accordingly. <i>Video Kayıt Kamerasının 360 derece ve sanal gerçeklik kayıtları, Kara Kuvvetleri Komutanlığı'nın mevcut Video Akış Platformları ile uyumlu olmalı ve gerekli yazılım değişiklikleri yapılmalıdır.</i> Users should be able to view the both 360 Degree and VR footage using existing Video Stream Platforms. <i>Kullanıcılar mevcut Video Akış Platformlarını kullanarak hem 360 derece hem de sanal gerçeklik kayıtlarını görüntüleyebilmelidir.</i> 	

Items to be Supplied <i>Talep Edilen Ürün</i>	VIDEO RECORDING CAMERA WITH SLOW MOTION CAPABILITY <i>AĞIR ÇEKİM ÖZELLİKLİ VIDEO KAYIT KAMERASI</i>	
Quantity <i>Adet</i>	1	
Item No. <i>Kalem</i>	1.2	
Spec. No. <i>Özellik No.</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered <i>Teklif Edilen Özellikler</i>
1	<p>General Specifications <i>Genel Özellikler</i></p> <ul style="list-style-type: none"> Ultra High Definition (UHD) Super 35mm on-chip analog/digital signal conversion and two-step noise reduction sensor <i>Ultra High Definition (UHD) Süper 35 mm çip üzerinde analog / dijital sinyal dönüştürme ve iki aşamalı gürültü azaltma sensörü</i> UHD (3840x2160) recording <i>UHD (3840x2160) kayıt yapabilme</i> UHD resolution internal recording supported at various frame rates (30P, 25P). 	

	<p><i>Çeşitli kare hızlarında (30P, 25P) UHD çözünürlüklü dahili kayıt desteği</i></p> <ul style="list-style-type: none"> • UHD recording to high read and write speed SDXC cards <i>Yüksek okuma yazma hızlı SDXC kartlara UHD kaydı</i> • Record on SDXC cards at a frame rate of 120fps in 4K, 240fps in 2K/Full HD. Record slow up to 960fps <i>SDXC kartlara 4K'da 120fps, 2K/Full HD'de 240 fps kare hızında kayıt. Ayrıca 960fps ye kadar slow kayıt</i> • RAW output without requiring extra software updates <i>Ekstra yazılım güncellemesi gerektirmeden RAW çıkışı</i> • Record in XAVC LONG and AVCHD codecs <i>XAVC LONG ve AVCHD kodeklerinde kayıt</i> • Record 10 bit 4:2:2 in Full HD quality <i>Full HD kalitesinde 10 bit 4:2:2 kayıt özelliği</i> • Suitable for HDR workflow <i>HDR iş akışına uygun</i> 	
2	<p>External Features <i>Harici Özellikler</i></p> <ul style="list-style-type: none"> • 1/4ND, 1/16ND, 1/64ND ND filter built and adjustable over the body <i>Gövde üzerinden ayarlanabilir yapıda ve yerleşik olarak 1/4ND, 1/16ND, 1/64ND oranında ND filtre</i> • Lens mount <i>Lens yuvası</i> • 2 x 3-pin XLR audio input <i>2 adet 3 pimli XLR ses girişi</i> • 1 x 3G-HD / SDI video output <i>1 adet 3G-HD / SDI görüntü çıkışı</i> • 1 x HDMI output <i>1 adet HDMI çıkışı</i> • 8.8 cm (3.5 type) built-in monitor <i>Yerleşik olarak 8,8 cm (3.5 tip) monitor</i> • Omnidirectional built-in microphone <i>Tümyönlü yerleşik mikrofon</i> • Multi interface shoe <i>Çoklu arayüz yuvası</i> 	
3	<p>Green Screen <i>Yeşil Perde</i></p> <ul style="list-style-type: none"> • Size: 500 cm x 500 cm <i>Boyutlar: 500 cm x 500 cm</i> • Seamless <i>Dikişsiz</i> • Zero light reflecting <i>Sıfır ışık yansıtma</i> • Will be installed by the Contractor to the shown site in EDOK. <i>Yüklenici tarafından EDOK'ta gösterilen yere kurulacaktır.</i> 	
4	<p>Accessories and Add-ons <i>Aksesuarlar ve Eklentiler</i></p> <ul style="list-style-type: none"> • E-mount motorized zoom lens with 18-105mm zoom range and f4 aperture (to be provided in the same brand as the camera) <i>E-mount, 18-105mm zoom aralığına ve f4 diyafram aralığına sahip motorize zoom özelliğine sahip lens (kamera ile aynı marka olacaktır)</i> 	

	<ul style="list-style-type: none"> 28Wh battery and charger (to be provided in the same brand as the camera) <i>28Wh gücünde batarya ve şarj cihazı (kamera ile aynı marka olacaktır)</i> At least 2 pieces of 90Wh Lithium ion type batteries <i>En az 2 adet 90Wh Lityum ion tip batarya</i> 2 compatible SD cards with at least 128GB capacity and 170MB/s reading speed <i>2 adet 128GB kapasiteli ve en az 170MB/s okuma hızı olan uyumlu SD kart</i> Multi-card reader/writer with following features: <i>Şu özelliklere sahip çoklu kart yazıcı / okuyucu:</i> <ul style="list-style-type: none"> USB 3.0 interface <i>USB 3.0 arayüz</i> SD and microSD, compactFlash card compatible <i>SD, microSD ve CompactFlash kart uyumlu</i> Support UHS-I, UHS-II, UHS cards. <i>UHS-I, UHS-II, UHS kart desteği</i> Data transfer rate of up to 500 MB/s <i>500 MB/s'ye kadar veri transfer oranı</i> USB Microphone system with following features: <i>Şu özelliklere sahip USB mikrofon sistemi:</i> <ul style="list-style-type: none"> Pressure gradient type acoustic principle <i>Pressure gradient tip akustik prensibi</i> 1/2" capsule <i>1/2" kapsül</i> Cardioid <i>Cardioid yapıda</i> Frequency response between 20Hz and 20kHz <i>Frekans tepkisi 20Hz- 20kHz arası</i> Mix control enabled <i>Miks kontrolü</i> Compatible with Windows and iOS operating system. <i>Windows ve iOS işletim sistemiyle uyumlu</i> Tripod stand, pop filter, carrying bag and 6m USB cable, acrobat feet (that can reach a distance of at least 820 mm horizontally and vertically and can rotate 360 degrees) included. <i>Tripod standı, pop filter, taşıma çantası ve 6m USB kablo ile akrobat ayaklığı yatay ve dikey olarak en az 820 mm lik bir uzaklığa erişebilecek ve kendi etrafında 360 derece dönebilecek akrobat ayakla birlikte verilecektir.</i> Wired lapel microphone system with following features: <i>Şu özelliklere sahip kablolu yaka mikrofonu sistemi:</i> <ul style="list-style-type: none"> Polarized condenser type acoustic principle <i>Polarize condenser tip akustik prensibi</i> Multi-directional <i>Çok yönlü yapı</i> Frequency response between 60Hz and 18kHz <i>60Hz-18kHz arası frekans tepkisi.</i> 3k ohms output impedance <i>3k ohm çıkış empedansı</i> Signal to noise ratio of 69dB or better <i>69dB veya daha iyi sinyal gürültü oranı</i> Carrying bag, water resistant pop filter, mini fur, detachable cable and cable organizer clip included <i>Beraberinde taşıma çantası, suya dayanıklı pop filter, mini kürk, sökülebilir kablo ve kablo düzenleyici klips verilecektir</i> DMI to USB-C UVC Video Capture card with following features: 	
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	<p><i>Şu özelliklere sahip DMI'den USB-C'ye dönüştürücülü UVC Video Yakalama Kartı:</i></p> <ul style="list-style-type: none"> ○ Able to deliver up to 1920 x 1080 resolution video at 60 fps <i>Saniyede 60 kare ve 1920 x 1080 çözünürlüğe kadar video hazırlayabilme</i> ○ Plug-and-play with UVC/UAC v1.1 support <i>UVC/UAC v1.1 destekli tak ve çalıştır özelliği</i> ○ Captures unencrypted HDMI video signal from camcorder or DSLR <i>Kayıt özelliği olan kamera ya da DSLR'den şifrelenmemiş HDMI video sinyali yakalama</i> ○ USB 3.1 Gen-1 Type-C interface <i>USB 3.1 Gen-1 Type-C arayüz</i> ○ Windows and Mac compatible <i>Windows ve Mac uyumlu</i> 	
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Items to be Supplied <i>Talep Edilen Ürün</i>	AERIAL VIDEO RECORDING CAMERA (DRONE) HAVADAN VİDEO KAYIT KAMERASI (DRON)	
Quantity <i>Adet</i>	1	
Item No. <i>Kalem</i>	1.3	
Spec. No. <i>Özellik No.</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered <i>Teklif Edilen Özellikler</i>
1	Kamera Özellikleri Camera Features <ul style="list-style-type: none"> • Sensor : 1" CMOS, at least 20 million effective pixels <i>Sensör: 1 inç CMOS, en az 20 milyon efektif piksel</i> • Lens: FOV about 77°; 35 mm Format Equivalent: 28 mm; Aperture: f/2.8–f/11; Shooting Range: 1 m to ∞ <i>Lens: 77 dereceye kadar görüş açısı; 35 mm Format Dengi: 28 mm; Diyafram: f/2.8–f/11; Çekim Mesafesi: 1m ila ∞</i> • ISO Range for Video:100-6400 <i>Video için ISO aralığı: 100-6400</i> • ISO Range for Photo: 100-3200 (auto), 100-12800 (manual) <i>Fotoğraf için ISO aralığı: 100-3200 (otomatik), 100-12800 (manuel)</i> • Shutter Speed: Electronic shutter 8–1/8000s <i>Objektif Hızı: Elektronik objektif 8-1/8000s</i> • Still Image Size: 5472×3648 <i>Hareketsiz Görüntü Boyutu: 5472×3648</i> • Still Photography Modes: <i>Hareketsiz Fotoğraf Modları:</i> <ul style="list-style-type: none"> ○ Single shot <i>Tek çekim</i> ○ Burst shooting: 3/5 frames <i>Seri çekim: 3/5 kare</i> ○ Auto Exposure Bracketing (AEB): 3/5 bracketed frames at 0.7 EV Bias 	

	<p><i>Otomatik Poz Basamaklandırma (AEB): 0.7 Poz Değeri</i> <i>Dengelemeye sahip 3/5 basamaklı kareler</i></p> <ul style="list-style-type: none"> Interval (JPEG): 2/3/5/7/10/15/20/30/60s <i>Aralık (JPEG): 2/3/5/7/10/15/20/30/60s</i> RAW:5/7/10/15/20/30/60s <i>RAW:5/7/10/15/20/30/60s</i> <ul style="list-style-type: none"> Video Resolution <i>Video Çözünürlüğü</i> <ul style="list-style-type: none"> 4K: 3840×2160 24/25/30p 2.7K: 2688×1512 24/25/30/48/50/60p FHD: 1920×1080 24/25/30/48/50/60/120p Max Video Bitrate:100Mbps <i>Maksimum Video Bit Oranı: 100Mbps</i> Color Mode: Dlog-M (10bit), support HDR video (HLG 10bit) <i>Renk Modu: Dlog-M (10bit), HDR video desteği (HLG 10bit)</i> Supported File System: FAT32 (≤ 32 GB), exFAT (> 32 GB) <i>Desteklenen Dosya Sistemi: FAT32 (≤ 32 GB), exFAT (> 32 GB)</i> Photo Format: JPEG / DNG (RAW) <i>Fotoğraf Formatı: JPEG / DNG (RAW)</i> Video Format: MP4 / MOV (MPEG-4 AVC/H.264, HEVC/H.265) <i>Video Formatı: MP4 / MOV (MPEG-4 AVC/H.264, HEVC/H.265)</i> 	
2	<p>Aircraft Features Hava Aracı Özellikleri</p> <ul style="list-style-type: none"> Takeoff Weight: min. 907 g <i>Kalkış Ağırlığı: en az 907 g</i> Max Dimensions (length×width×height) <i>Azami Boyutlar (uzunluk×genişlik×yükseklik)</i> <ul style="list-style-type: none"> Folded: 214×91×84 mm <i>Katlanmış halde: 214×91×84 mm</i> Unfolded: 322×242×84 mm <i>Açılmış halde: 322×242×84 mm</i> Ascent Speed: up to 5 m/s for S-mode and P-mode <i>Yükselme Hızı: 5m/s'ye kadar (S modu ve P modu için)</i> Descent Speed: up to 3 m/s for S-mode and P-mode <i>Alçalma hızı: 3m/s'ye kadar (S modu ve P modu için)</i> Speed (near sea level, no wind): 70 to 75 kph (S-mode) <i>Hız (deniz seviyesine yakın, rüzgarsız): 70 ila 75 km/s (S modu)</i> Takeoff Altitude: 5500 to 6000 m <i>Kalkış İrtifası: 5500 ila 6000 m</i> Flight Time (no wind): 30 to 35 minutes (at a consistent 25 kph) <i>Uçuş Süresi (rüzgarsız): 30 ila 35 dakika (sürekli 25 km/s hızda)</i> Hovering Time (no wind): 25 to 30 minutes <i>Havada Tutunma Süresi (rüzgarsız): 25 ila 30 dakika</i> Flight Distance (no wind):16 to 20 km (at a consistent 50 kph) <i>Uçuş Mesafesi (rüzgarsız): 16 ila 20 km (sürekli 50 km/saat hızda)</i> Wind Speed Resistance: 29 to 38 kph <i>Rüzgar Hızı Direnci: 29 ila 38 km/saat</i> Tilt Angle: 25 to 35° <i>Meyil Açısı: 25 ila 35 derece</i> Operating Temperature Range: -10°C to 40°C <i>Çalıştırma Sıcaklığı: -10°C ila 40°C</i> Internal Storage: Min. 8 GB <i>Dahili Depolama: En az 8 GB</i> 	
3	<p>Sensing System Algılama Sistemi</p>	

- Sensing System: Omnidirectional Obstacle Sensing
Algılama Sistemi: Her Yönde Engel Algılama
- Forward: Precision Measurement Range: 0.5 - 20 m
İleriye doğru: Hassas Ölçüm Menzili: 0.5 - 20 m
 - Detectable Range: 20 - 40 m
Tespit Menzili: 20 – 40 m
 - Effective Sensing Speed: $\leq 14\text{m/s}$
Efektif Algılama Hızı $\leq 14\text{m/s}$
 - FOV: Horizontal: 40°, Vertical: 70°
Görüş Açısı: Yatay: 40°, Dikey: 70°
- Backward:
Geriye doğru:
 - Precision Measurement Range: 0.5 - 16 m
Hassas Ölçüm Menzili: 0.5 - 16 m
 - Detectable Range: 16 - 32 m
Tespit Menzili: 16 - 32 m
 - Effective Sensing Speed: $\leq 12\text{m/s}$
Efektif Algılama Hızı: $\leq 12\text{m/s}$
 - FOV: Horizontal: 60°, Vertical: 77°
Görüş Açısı: Yatay: 60°, Dikey: 77°
- Upward:
Yukarı Doğru:
 - Precision Measurement Range: 0.1 - 8 m
Hassas Ölçüm Menzili: 0.1 - 8 m
- Downward:
Aşağı Doğru:
 - Precision Measurement Range: 0.5 - 11 m
Hassas Ölçüm Menzili: 0.5 - 11 m
 - Detectable Range: 11 - 22 m
Tespit Menzili: 11 – 22m
- Sides
Yanlar
 - Precision Measurement Range: 0.5 - 10 m
Hassas Ölçüm Menzili: 0.5 - 10 m
 - Effective Sensing Speed: $\leq 8\text{m/s}$
Efektif Algılama Hızı: $\leq 8\text{m/s}$
 - FOV: Horizontal: 80°, Vertical: 65°
Görüş Açısı: Yatay: 80°, Dikey: 65°
- Operating Environment
Çalıştırma Ortamı
 - Forward, Backward and Sides: Surface with clear pattern and adequate lighting (lux > 15)
İleri, Geri ve Yanlar: Belirgin desenli ve yeterli ışıklandırmaya (lux > 15) sahip yüzey
 - Upward: Detects diffuse reflective surfaces (>20%) (walls, trees, people, etc.)
Yukarı: Dağınık yansımali yüzeyleri tespit etme (>%20) (duvarlar, ağaçlar, insanlar vs.)
 - Downward: Surface with clear pattern and adequate lighting (lux > 15), detects diffuse reflective surfaces (>20%) (walls, trees, people, etc.)
Aşağı: Belirgin desenli ve yeterli ışıklandırmaya (lux > 15) sahip yüzey, Dağınık yansımali yüzeyleri tespit etme (>%20) (duvarlar, ağaçlar, insanlar vs.)

4	<p>Battery Features <i>Pil Özellikleri</i></p> <ul style="list-style-type: none"> Input: 100-240 V, 50/60 Hz, 1.8A <i>Giriş: 100-240 V, 50/60 Hz, 1.8A</i> Output: 17.6 V = 3.41 A or 17.0 V = 3.53 A USB: 5 V=2 A <i>Çıkış: 17.6 V = 3.41 A or 17.0 V = 3.53 A USB: 5 V=2 A</i> Voltage: 17.6 ± 0.1 V <i>Voltaj: 17.6 ± 0.1 V</i> Rated Power: 60 W <i>Nominal Güç: 60 W</i> 	
5	<p>Accessories and Add-ons: <i>Aksesuarlar ve Eklentiler:</i></p> <ul style="list-style-type: none"> 64 GB 1000X UHS-II SDXC memory card (150MB/S) <i>64 GB 1000X UHS-II SDXC hafıza kartı (150MB/S)</i> Digital First-Person View (FPV) System, same brand as drone, consisting of: <i>Aşağıdakilerden müteşekkil, drone ile aynı markadan Dijital Birinci Kişi Görüş (FPV) Sistemi:</i> <ul style="list-style-type: none"> Air unit module: FPV camera (4 M2 screws included), coaxial cable, 3-in-1 cable, 2 x Antenna (MMCX elbow) <i>Hava ünitesi modülü: FPV kamera (4 adet M2 vida dahil), koaksiyel kablo, 3'ü bir arada kablo, 2 adet anten (MMCX dirsek)</i> Goggles: foam padding included FPV goggles, power cable, 4 x Antenna, headband, USB-C Cable, Sleeve <i>Gözlük: köpük dolgu dahil FPV gözlük, güç kablosu, 4 adet anten, kafa bandı, USB-C kablo, Kılıf</i> Remote Controller (WB37 battery included) <i>Uzaktan Kumanda (WB37 batarya dahil)</i> Kit for longer flight, same brand as drone, consisting of: <i>Aşağıdakilerden müteşekkil, drone ile aynı markadan uzun uçuş kiti</i> <ul style="list-style-type: none"> 2x Additional Intelligent Flight Batteries with a capacity of up to 59.29 Wh, and each have a maximum flight time of at least 30 minutes <i>59.29 Wh'ye kadar kapasite sahibi ve her biri en az 30 dakika azami uçuş süresine sahip 2 adet ek Akıllı Uçuş Bataryası</i> Car Charger <i>Araba Şarj Adaptörü</i> Battery Charging Hub <i>Batarya Şarj Cihazı</i> Battery to Power Bank Adapter <i>Bataryadan Taşınabilir Şarj Cihazına Adaptör</i> Low-Noise Propellers <i>Düşük Gürültülü Pervaneler</i> Shoulder Bag <i>Omuzdan Askılı Çanta</i> Propeller guard compatible with the Drone <i>Drone ile uyumlu pervane koruyucu</i> Display screen for Drone <i>Drone için ekran</i> <ul style="list-style-type: none"> iPadOS or equivalent operating system <i>iPadOS ya da dengi işletme sistemi</i> Minimum 512GB capacity <i>En az 512GB kapasite</i> 12.9-inch (diagonal) LED-backlit Multi-Touch Liquid Retina 	

	<p>display with IPS technology <i>12.9 inç (diyagonal) LED arka ışıklandırılmalı, IPS teknolojili, çok dokunuluşlu sıvı retina ekran</i></p> <ul style="list-style-type: none"> ○ 2732x2048-pixel resolution at 264 pixels per inch (ppi) <i>İnç başına (ppi) 264 pikselde 2732x2048 piksel çözünürlük</i> ○ Wide colour display (P3) <i>Renkli geniş ekran (P3)</i> ○ True Tone display <i>True Tone ekran</i> ○ Fingerprint-resistant oleophobic coating <i>Parmak izine dayanıklı oleofobik kaplama</i> ○ Fully laminated display <i>Tamamen lamine ekran</i> ○ Anti-reflective coating <i>Yansıma önleyici kaplama</i> ○ 1.8% reflectivity <i>%1.8 yansıtıcılık</i> ○ 600 nits brightness <i>600 nit parlaklık</i> ○ Built-in 36.71-watt-hour rechargeable lithium-polymer battery <i>Yerleşik 36.71 watt/saat şarj edilebilir lityum polimer batarya</i> ○ Turkish “Q type” same brand keyboard for display screen with with front and back protection, trackpad, backlit keys, and USB-C port for charging. <i>Ekran için aynı marka Türkçe “Q tipi”, ön ve arka korumalı, izleme paneli, arkadan aydınlatmalı tuşlar ve şarj için USB-C bağlantı noktası bulunan klavye.</i> ○ Same brand smart electronic pencil for display screen with wireless charging <i>Ekran için aynı markadan kablosuz şarj özellikli akıllı elektronik kalem</i> ○ Same brand USB camera adapter to transfer drone recordings from display screen <i>Ekrandan drone kayıtlarını aktarmak için aynı markadan USB kamera adaptörü</i> 	
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Items to be Supplied <i>Talep Edilen Ürün</i>	TRIPOD <i>TRİPOD</i>	
Quantity <i>Adet</i>	1	
Item No. <i>Kalem</i>	1.4	
Spec. No. <i>Özellik No.</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered <i>Teklif Edilen Özellikler</i>
1	Tripod <i>Tripod</i>	

	<ul style="list-style-type: none"> Designed for cameras with a weight of 0-7kg. <i>0-7kg. arası ağırlığı olan kameralara uygun olarak tasarlanmış</i> Max 3.5 kg. set weight of the stand <i>en fazla 3.5 kg. Sehpa set ağırlığı</i> Hydraulic head <i>Hidrolik başlık</i> Movement ability of connected camera on the stand: up and down at least between + 90 / -80 degrees and horizontally 360 degrees <i>Sehpa üzerinde Kamera hareket kabiliyeti: yukarı ve aşağı doğru en az +90/-80 derece arasında ve yatay olarak 360 derece</i> Balancing mechanism on the stand <i>Sehpa üzerinde dengeleme düzeneği</i> Stand height adjustable from min. 40 cm to max 170 cm <i>En az 40 cm ila en fazla 170 cm aralığında ayarlanabilir sehpanın yüksekliği</i> Easily made up/down and left/right movements without shaking the camera. <i>Kamerayı sarsmadan rahatlıkla yukarı/aşağı ve sağ/sol hareket</i> At least 2 staged aluminum stand leg <i>En az 2 kademeli alüminyum malzemeden sehpa ayağı</i> Pan arm and spreader inclusive <i>Pan kolu ve "spreader" dahil</i> 	
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Items to be Supplied <i>Talep Edilen Ürün</i>	PROMPTER PROMPTİR	
Quantity <i>Adet</i>	1	
Item No. <i>Kalem</i>	1.5	
Spec. No. <i>Özellik No.</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered <i>Teklif Edilen Özellikler</i>

1	Prompter <i>Promptır</i> <ul style="list-style-type: none"> Prompter software (multi language option) <i>Promptır yazılımı (çoklu dil seçeneği)</i> Adjustable prompter setup (compatible with all camera types) <i>Ayarlanabilir promptır düzeneği (tüm kamera türleri ile uyumlu)</i> Rod-Support Rig with camera riser <i>Kamera yükselticiye sahip çita destek teçhizatı</i> High Quality 70/30 Beamsplitter Glass <i>Yüksek kaliteli 70/30 demet bölücü cam</i> 15" LCD Monitor - Composite, HDMI and VGA Input <i>15 inç LCD monitör – Kompozit, HDMI ve VGA girişli</i> Industrial TFT LCD Panel <i>Endüstriyel sınıf TFT LCD panel</i> Automatic text converter feature on LCD Panel (Flip / Mirror) <i>LCD panel otomatik metin dönüştürücü özelliği (Flip / Mirror)</i> 1024x768 resolution <i>1024x768 çözünürlük</i> LCD Brightness 400 cd / m² <i>400 cd / m² LCD parlaklık</i> 160 ° Field of View <i>160 derece görüş alanı</i> Blootooth remote controller <i>Bluetooth uzaktan kumanda</i> 	
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LOT 2: VIDEO CONFERENCE SYSTEM

LOT 2: VİDEO KONFERANS SİSTEMİ

Items to be Supplied <i>Talep Edilen Ürün</i>	CAMERA-MOUNT WIRELESS MICROPHONE SYSTEM FOR VIDEO CONFERENCE <i>VİDEO KONFERANS İÇİN KAMERALI KABLOSUZ MİKROFON SİSTEMİ</i>	
Quantity <i>Adet</i>	1	
Item No. <i>Kalem</i>	2.1	
Spec. No. <i>Özellik No.</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered

		<i>Teklif</i> <i>Özellikler</i>	<i>Edilen</i>
1	Camera Features <i>Kamera Özellikleri</i> <ul style="list-style-type: none"> Full HD imaging system to transmit 1080p images at 30 frames <i>30 kare hızda 1080p görüntü aktarabilen full HD görüntüleme sistemi</i> Right, left, up and down movement ability by motor <i>Sağa, sola, yukarıya ve aşağıya motorlu hareket kabiliyeti</i> Remote control and control console for movement <i>Uzaktan kumanda ve kumanda konsolu vasıtasıyla hareket</i> 10 times lossless zoom <i>10 kat kayıpsız yakınlaştırma</i> Diagonal angle of view of at least 120 degrees <i>En az 120 derece diyagonal görüş açısı</i> Auto focus feature <i>Otomatik odaklama özelliği</i> At least 5 different presets to provide the desired angle with a single click <i>En az 5 farklı önayar sayesinde istenilen açıyı tek tuşla sağlayabilme</i> Allow far-end control when used with compatible services. <i>Uyumlu hizmetler ile kullanıldığında, uzak-nokta (far-end) kontrolü</i> H264 UVC 1.5 scalable video encoding technology <i>H264 UVC 1.5 ölçeklenebilir video kodlama teknolojisi</i> LED indicator indicating that the camera is live <i>Canlı yayında olduğunu belirten LED gösterge</i> Ability to move at least 260 degrees left-right and 130 degrees up-down <i>En az 260 derece sağ-sol, 130 derece de yukarı-aşağı hareket kabiliyeti</i> Tripod port on the camera and compatible tripod stand <i>Kamera üzerinde tripod bağlantı noktası ve bununla uyumlu tripod sehpa</i> ZEISS lens certification <i>ZEISS mercek sertifikası</i> Kensington lock slot on the camera <i>Kamera üzerinde Kensington kilit yuvası</i> 		
2	Speaker Features <i>Hoparlör Özellikleri</i> <p>Integrated speaker with following features: <i>Aşağıdaki özelliklere sahip bütünleşik mikrofon:</i></p> <ul style="list-style-type: none"> Bidirectional audio exchange (full-duplex) <i>Çift yönlü ses alış-verişi (full-dupleks)</i> Acoustic echo cancellation and background noise suppression technologies supported <i>Akustik eko önleme ve arka plan gürültüsünü önleyen teknoloji</i> Ability to pair with mobile devices through Bluetooth and NFC technology <i>Bluetooth ve NFC teknolojisi ile mobil cihazlarla eşleşebilme</i> LCD display to show the call time <i>Çağrı süresini gösteren LCD ekran</i> LED lights indicating that it is broadcasting live <i>Canlı yayında olduğunu bildiren LED ışıklar</i> Call answering, Bluetooth enable / disable, camera control, volume on / off and preset buttons. 		

	<p><i>Çağrı cevaplama, Bluetooth devreye alma / devreden çıkarma, kamera kontrol etme, ses açma/kapama ve ön ayar düğmeleri</i></p> <ul style="list-style-type: none"> Kensington lock slot on the speaker <i>Hoparlör üzerinde Kensington kilidi yuvası</i> 	
3	<p>Microphone System <i>Mikrofon Sistemi</i></p> <p>Integrated microphone with following features: <i>Aşağıdaki özelliklere sahip entegre mikrofon:</i></p> <ul style="list-style-type: none"> At least 4 multi-directional microphones integrated on speaker. <i>Hoparlör üzerinde bütünleşik en az 4 adet çok yönden ses alma kabiliyeti olan mikrofon</i> At least 6 meters sound pickup capacity <i>En az 6 metre ses alma kapasitesi</i> Capacity for at least 2 optional microphone connection <i>Ek olarak opsiyonel en az 2 adet mikrofon bağlantı kapasitesi</i> 100Hz to 11Khz frequency response range <i>100Hz ile 11Khz aralığında frekans tepkisi</i> -20dB +/- 3 dB sensitivity <i>-20dB +/-3 dB hassasiyet</i> 	
4	<p>Hub, Cables and Remote Control <i>Bağlantı ünitesi, Kablo ve Uzaktan Kumanda</i></p> <ul style="list-style-type: none"> Connection hub to which all components and power cables will be connected <i>Tüm komponentlerin ve güç kablolarının bağlanacağı bir bağlantı hub ünitesi</i> At least 5m camera and speaker connection cables <i>En az 5m uzunluğunda kamera ve hoparlör bağlantı kabloları</i> At least 2m USB cable for PC connection <i>En az 2m uzunluğunda PC'ye bağlantıda kullanılacak USB kablosu</i> Optionally extendable camera and speaker cables up to 15m <i>Gerektiği durumlarda 15m'ye kadar opsiyonel olarak uzatılabilir kamera ve hoparlör kabloları</i> At least 3m power cable <i>En az 3m güç kablosu</i> Radio frequency communication with a range of at least 8.5m for remote control <i>En az 8.5m çekim mesafeli radyo frekansı ile haberleşen uzaktan kumanda</i> Remote control plug socket on the speaker <i>Hoparlör üzerinde kumanda yuvası</i> Battery included for the remote control <i>Uzaktan kumanda için pil dahil</i> 	
5	<p>Compatibility and Certificates <i>Uyumluluk ve Sertifikalar</i></p> <ul style="list-style-type: none"> Windows and Mac compatible <i>Windows ve Mac uyumlu</i> Microsoft Teams, Google Hangout, Go-to-Meeting, Bluejeans, Cisco Jabber and Vidy software compatible 	

	<p><i>Microsoft Teams, Google Hangout, Go-to-Meeting, Bluejeans, Cisco Jabber ve Vidyo yazılımlarıyla uyumlu</i></p> <ul style="list-style-type: none"> Microsoft Skype for Business, Zoom and Fuze software compatibility certificates <i>Microsoft Skype for Business, Zoom ve Fuze yazılımlarıyla uyumluluk sertifikaları</i> 	
6	<p>Accessories and Add-ons <i>Aksesuarlar ve Eklentiler</i></p> <ul style="list-style-type: none"> Additional Expansion Microphone <i>Ek Genişletme Mikrofonu</i> <ul style="list-style-type: none"> Same brand with Item 2.1 <i>2.1 Kalemi ile aynı marka</i> Plug-and-Play <i>Tak ve çalıştır özellikli</i> With mute button and LED indicator confirming video streaming, on-hold, and Bluetooth pairing, etc. <i>Ses kapatma düğmesi ve video akışını, beklemeyi ve Bluetooth eşleştirmesini vb. onaylayan LED göstergesi</i> At least 6m cable length <i>En az 6m kablo uzunluğu</i> 4 Port VGA Splitter <i>4 Bağlantı Noktalı VGA Dağıtıcı</i> <ul style="list-style-type: none"> VGA, SVGA, XGA, QXGA, UXGA Multisync monitor supported <i>VGA, SVGA, XGA, QXGA, UXGA Multisync monitor desteği</i> Up to 75 meters video signal transport with integrated "boosting" technology <i>Bütünleşik "güçlendirme" teknolojisi ile 75 metreye kadar video sinyal ileme</i> DDC, DDC2, DDC2B supported <i>DDC, DDC2, DDC2B desteği</i> Optional chain (cascade) connection up to 64 pieces <i>64 parçaya kadar opsiyonel zincir (kaskat) bağlama</i> 1920 x 1080p resolution <i>1920 x 1080p çözünürlük</i> 350 MHz video bandwidth <i>350 MHz video bant genişliği</i> PC: 1 input (HDDDB15 male) - VGA: 4 outputs (HDDDB15 female) <i>PC: 1 giriş (HDDDB15 erkek) - VGA: 4 çıkış (HDDDB15 dişi)</i> External USB power cable (5V 500mA) <i>Harici USB güç kablosu (5V 500mA)</i> 4-Port USB Mini DisplayPort/Audio Dual Display KVMP Switch <i>4 Bağlantı Noktalı Mini Gösterge/Çift Ses Gösterge KVMP Anahtarı</i> <ul style="list-style-type: none"> Mini DisplayPort 1.1a & HDCP compatible <i>Mini DisplayPort 1.1a & HDCP uyumlu</i> DP: 2560 x 1600 resolution @ 60Hz, or 3D Display 1920 x 1080 resolution @ 120Hz video quality <i>DP: 2560 x 1600 çözünürlük @ 60Hz, veya 3D Display 1920 x 1080 çözünürlük @ 120Hz video kalitesi</i> Nvidia 3D Vision Ready <i>Nvidia 3D Vision Uyumlu</i> 	

	<ul style="list-style-type: none"> ○ 4 Computer Connections <i>4 Bilgisayar bağlantısı</i> ○ Touch Panel, Hotkey, Mouse Port Selection <i>Dokunmatik Panel, Kısayol Tuşu, Fare Portu Seçimi</i> ○ Console Ports <i>Konsol Portları</i> <ul style="list-style-type: none"> ▪ 2 x USB Type A Female <i>2 x USB Type A Dişi</i> ▪ 2 x Mini DisplayPort Female <i>2 x Mini DisplayPort Dişi</i> ▪ 2 x Mini TOSLINK Jack Female <i>2 x Mini TOSLINK Dişi Jak</i> ▪ 2 x 3.5mm Audio Jack Female <i>2 x 3.5mm Dişi Ses Jaki</i> ○ KVM Ports <i>KVM Portları</i> <ul style="list-style-type: none"> ▪ 4 x USB Type B Female <i>4 x USB Type B Dişi</i> ▪ 8 x Mini DisplayPort Female <i>8 x Mini DisplayPort Dişi</i> ▪ 4 x Mini TOSLINK Jack Female <i>4 x Mini TOSLINK Dişi Jak</i> ○ 2 x USB Type A Female USB hub <i>2 x USB Type A Dişi USB hub</i> ○ 1 x DC Jack power <i>1 x DC güç jaki</i> 	
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LOT 3: VIRTUAL REALITY SYSTEM***LOT 3: SANAL GERÇEKLİK SİSTEMİ***

Items to be Supplied <i>Talep Edilen Ürün</i>	VIRTUAL REALITY SYSTEM <i>SANAL GERÇEKLİK SİSTEMİ</i>	
Quantity <i>Adet</i>	1	
Item No. <i>Kalem</i>	3.1	
Spec. No. <i>Özellik No.</i>	Required Specifications and Terms <i>İstenilen Özellik ve Şartlar</i>	Specifications Offered

		<i>Teklif</i> <i>Özellikler</i>	<i>Edilen</i>
1	General Features Genel Özellikler <p>Fully compatible Virtual Reality set consisting of headset, controllers and base station components from the same brand.</p> <p><i>Aynı markanın headset, kumanda aygıtları, ve baz istasyonu bileşenlerinden oluşan tam uyumlu sanal gerçeklik seti.</i></p>		
2	Headset Features Başlık Özellikleri <ul style="list-style-type: none"> Dual OLED 3.5" diagonal screen <i>Çift OLED 3.5 inç diyagonal ekran</i> 1440 x 1600 pixels per eye (2880 x 1600 pixels combined) resolution <i>Göz başına 1440 x 1600 piksel çözünürlük (toplam 2880 x 1600 piksel)</i> Min. 90 Hz refresh rate <i>En az 90 Hz yenileme hızı</i> 110 degrees field of view <i>110 derece görüş alanı</i> Audio features: <i>Ses özellikleri</i> <ul style="list-style-type: none"> Hi-Res-certified headset <i>Yüksek çözünürlük sertifikalı headset</i> Hi-Res-certified headphone (removable) <i>Yüksek çözünürlük sertifikalı kulaklık (çıkarılabilir)</i> High-impedance headphone support <i>Yüksek empedanslı kulaklık desteği</i> Enhanced headphone ergonomics <i>Gelişmiş kulaklık ergonomisi</i> Dual Integrated microphones <i>Bütünleşik çift mikrofon</i> USB-C 3.0, DP 1.2, Bluetooth connections <i>USB-C 3.0, DP 1.2, Bluetooth bağlantıları</i> SteamVR Tracking, G-sensor, Gyroscope, Proximity, Eye Comfort Setting (IPD) and Eye tracking sensors <i>SteamVR Tracking, G-sensor, Jiroskop, Yakınlık ve Eye Comfort Setting (IPD) sensörleri</i> Ergonomic Adjustments for Eye relief with lens distance adjustment, Adjustable Eye Comfort Setting (IPD), adjustable headphone and headstrap. <i>Gözleri rahatlatmak için lens mesafe ayarlı ergonomik ayarlar, ayarlanabilir Eye Comfort Setting (IPD), ayarlanabilir kulaklık ve kafa bandı</i> 		

3	<p>Controller Features <i>Kumanda Özellikleri</i></p> <p>One pair of controllers with following features: <i>Şu özelliklere sahip bir çift kumanda aygıtı:</i></p> <ul style="list-style-type: none"> • SteamVR Tracking 2.0 sensors <i>SteamVR Tracking 2.0 sensörleri</i> • Multifunction trackpad <i>Çok fonksiyonlu trackpad</i> • Grip buttons <i>Kavramalı düğmeler</i> • Dual-stage trigger <i>Çift kademeli tetik</i> • System button <i>Sistem düğmesi</i> • Menu button <i>Menü düğmesi</i> • Micro-USB charging port <i>Micro-USB şarj portu</i> 	
4	<p>Base Station Features <i>Baz İstasyonu Özellikleri</i></p> <ul style="list-style-type: none"> • At least 5m x 5m range <i>En az 5m x 5m menzil</i> 	
5	<p>Eye Tracking Specifications <i>Göz Takip Özellikleri</i></p> <ul style="list-style-type: none"> • At least 120Hz Gaze data output frequency (binocular) <i>En az 120Hz bakış verisi çıkış frekansı (iki göz için)</i> • Min. 0.5°– max. 1.2° accuracy <i>En az 0.5°– en fazla 1.2° hassasiyet</i> • 5-point calibration <i>5 nokta kalibrasyonu</i> • At least 110° trackable FOV <i>En az 110° takip edilebilir görüş açısı</i> • Timestamp (device and system), Gaze origin, gaze direction, pupil position, pupil size and eye openness data output <i>Zaman damgası (cihaz ve sistem), bakış kaynağı, bakış yönü, gözbebeği pozisyonu, gözbebeği büyüklüğü ve göz açıklık veri çıkışı</i> • HTC SRanipal SDK interface <i>HTC SRanipal SDK arayüzü</i> • Unity, Unreal SDK engine compatible <i>Unity, Unreal SDK motoruyla uyumlu</i> 	

ANNEX-II FORM FOR SUBMISSION OF QUOTATION / EK-II TEKLİF SUNUM FORMU

**United Nations Development Programme
(UNDP)**

**Yıldız Kule, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,**

Çankaya, Ankara/Turkey

REF: UNDP-TUR-RFQ(GREEK)-2020/52

**Birleşmiş Milletler Kalkınma Programı
(UNDP)**

**Yıldız Kule, Yukarı Dikmen Mahallesi,
Turan Güneş Bulvarı, No:106, 06550,**

Çankaya, Ankara/Türkiye

REF: UNDP-TUR-RFQ(GREEK)-2020/52

**SUBJECT: PROCUREMENT OF VIDEO SHOOTING
EQUIPMENT**

Dear Sir/Madam;

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions for Contracts, and hereby present our quotation for the Procurement of Video Shooting Equipment, and our agreement to provide the subject matter goods in full conformity with the Technical Specifications and requirements of UNDP as per referred in this RFQ.

We undertake, if our quotation is accepted, to provide and completely deliver and install the items as per UNDP's requirements at The Training and Doctrine Command (EDOK) in Ankara (Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Turkey).

KONU: VIDEO ÇEKİM EKİPMANI SATIN ALIMI

Sayın İlgili;

Aşağıda imzası bulunan bizler, UNDP Sözleşmeler İçin Genel Şart ve Koşullar'ı kabul ettiğimizi belirtir, Teknik Şartname ve Teklife Davet gerekliliklerine uyumlu olarak belirtilen ürünleri sağlayacağımıza ilişkin Video Çekim Ekipmanı Satın Alımı için teklifimizi sunarız.

Teklifimizin kabul edilmesi halinde, söz konusu ürünlerin teslimat ve kurulumunu UNDP'nin gereklilikleri uyarınca Ankara'da Eğitim ve Doktrin Komutanlığı (EDOK)'a (Türkocağı Caddesi, Nasuh Akar Mah. Balgat, Çankaya, Ankara – Türkiye) gerçekleştireceğimizi taahhüt ederiz.

PRICE SCHEDULE FİYAT ÇİZELGESİ				
LOT 1 – VIDEO SHOOTING EQUIPMENT LOT 1 – VIDEO ÇEKİM EKİPMANI				
Item No. <i>Ürün No.</i>	Item Name <i>Ürün Adı</i>	Quantity <i>Adet</i>	Unit Price (USD) <i>Birim Fiyat (USD)</i>	Total Price (USD) <i>Toplam Fiyat (USD)</i>
1.1	Video Recording Camera <i>Video Kayıt Kamerası</i>	1		
1.2	Video Recording Camera with Slow Motion Capability <i>Ağır Çekim Özellikli Video Kayıt Kamerası</i>	1		
1.3	Aerial Video Recording Camera (Drone) <i>Havadan Video Kayıt Kamerası (Dron)</i>	1		
1.4	Tripod <i>Tripod</i>	1		
1.5	Prompter <i>Promptir</i>	1		

GRAND TOTAL PRICE FOR LOT 1 (USD) <i>LOT 1 İÇİN GENEL TOPLAM FİYAT (USD)</i>				
LOT 2 – VIDEO CONFERENCE SYSTEM <i>LOT 2 – VİDEO KONFERANS SİSTEMİ</i>				
2.1	Camera-Mount Wireless Microphone System for Video Conference <i>Video Konferans için Kameralı Kablosuz Mikrofon Sistemi</i>	1		
GRAND TOTAL PRICE FOR LOT 2 (USD) <i>LOT 2 İÇİN GENEL TOPLAM FİYAT (USD)</i>				
LOT 3 – VIRTUAL REALITY SYSTEM <i>LOT 3 – SANAL GERÇEKLİK SİSTEMİ</i>				
3.1	Virtual Reality System <i>Sanal Gerçeklik Sistemi</i>	1		
GRAND TOTAL PRICE FOR LOT 3 (USD) <i>LOT 3 İÇİN GENEL TOPLAM FİYAT (USD)</i>				

I hereby, as the authorized person of the Offeror, declare that the technical specifications of the items for which we have submitted quotation(s) are reviewed and accepted without any reservation.

İsteklinin yetkili temsilcisi olarak, teklifi sunulan ürünlere ilişkin teknik şartnamenin tarafımızca okunduğunu ve kabul edildiğini beyan ederim.

The prices above exclude VAT and include all kinds of transportation, insurance, etc. costs that will come out in relation to delivery of the materials in whole to The Training and Doctrine Command (EDOK).

Yukarıda verilen fiyatlarda KDV hariç olmakla beraber, ürünlerin Eğitim ve Doktrin Komutanlığı'na (EDOK) teslim edilmesi ile ilgili oluşabilecek her türlü nakliye, sigorta vb. masraflar dahildir.

I, as the authorized person of the Offeror, hereby confirm that UNDP does not guarantee procurement of any item or any quantity stated in this RFQ and reserves the right to totally cancel this RFQ without any obligation and/or need for clarification to Offerors.

İsteklinin yetkili temsilcisi olarak, UNDP'nin bu Teklif Davet'de belirtilen hiçbir ürün ve miktarı satın almakla yükümlü olmadığını ve işbu Teklif Davet'i herhangi bir yükümlülük veya açıklama yapma zorunluluğu olmaksızın tamamen iptal etme hakkına sahip olduğunu kabul ederim.

I hereby, as the authorized person of the Offeror, also accept and confirm that we will complete the delivery and installation of the items subject of this RFQ at The Training and Doctrine Command (EDOK) latest by **10 December 2020**.

İsteklinin yetkili temsilcisi olarak, teklife konu ürünlerin Eğitim ve Doktrin Komutanlığı'na (EDOK en geç 10 Aralık 2020'de teslim edilip kurulumunun tamamlanmış olacağını kabul ve teyit ederim.

Best regards,

Saygılarımızla,

Date / *Tarih* :
Signature and Stamp / *İmza ve Mühür* :
Name Surname / *Ad Soyad* :
Title / *Unvan* :
Offeror's Legal Title / *İsteklinin Yasal Unvanı* :



*Empowered lives.
Resilient nations.*

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

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

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

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

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

2. OBLIGATIONS OF THE CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

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

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

4. PRICE AND PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

5. ADVANCE PAYMENT:

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

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

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon

request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

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

7. TIME AND MANNER OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

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

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

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

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

9. ASSIGNMENT:

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

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

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

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

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

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

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

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

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

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

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

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

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

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

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

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

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

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

11.5.5 The Goods are new and unused;

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

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

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

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

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

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

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

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

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

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

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

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

12. INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

13. INSURANCE AND LIABILITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

16.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

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

18.1 The Recipient shall:

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

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

18.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

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

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

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

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

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

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

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

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

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

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

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

conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

20. TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

23.2 ARBITRATION: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property,

whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

25. TAX EXEMPTION:

25.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

26. MODIFICATIONS:

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

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

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

27. AUDITS AND INVESTIGATIONS:

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

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

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

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

28. LIMITATION ON ACTIONS:

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

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

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

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

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

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

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

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

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

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

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

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform

any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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