



**AMENDMENT NO. 3**

**Date:** 20/05/2021

**Subject:** Amendment No. 3 to “Invitation to Bid” for Procurement of Plastic Medical Waste Bags within the scope of COVID-19 Resilience and Response Project

**Ref:** UNDP-TUR-ITB(CV)-2021/007 (E-TENDERING EVENT ID: TUR10-ITB-21-007)

Dear Madam/Sir,

Please find ATTACHMENT-1 for the Answers to Questions received from Prospective Bidders within the context of subject ITB.

You are kindly requested to prepare and submit your bids in response to our subject “Invitation to Bid” with consideration of these answers; whereas all other clauses of the “Invitation to Bid”, except as amended herein, remaining valid.

**Please make sure that your bids are submitted through e-tendering on or before 26 May 2021, 07:00 am (EST/EDT New York Time), as indicated in the e-tendering system.**

**Attachments:**

ATTACHMENT-1 Answers to Questions from Prospective Bidders

Yours sincerely,

UNDP TURKEY Country Office

## **ATTACHMENT-1 Answers to Questions received from Prospective Bidders**

**Question 1: Due to excessive number of products to be delivered, we would like to clarify how UNDP conducts inspection and acceptance process. Please also clarify the procedures in case some of the products have manufacturing defects during or after inspection is completed.**

*Answer 1: As per Section 5b: Other Related Requirements of ITB, Inspection will be conducted by a committee to be established by UNDP, following turnkey delivery of all materials subject of this ITB. Procedures for inspection will be determined by the Inspection and acceptance committee after contract signature. UNDP reserves the right to make interim inspection at the factory/premises of the Contractor. For additional information with regard to inspection procedures, please refer to UNDP General Terms and Conditions for Contracts, "Section 11.2 INSPECTION OF THE GOODS". UNDP General Terms and Conditions for Contracts can be accessed through the link given in Section 3. Bid Data Sheet, BDS No. 25.*

*As per Section 11.5 of UNDP General Terms and Conditions for Contracts given below for ease of reference, Contractor shall provide UNDP with Manufacturer's warranty which shall be valid for minimum 1 year. Please see below for other details with regard to quality requirements and warranty conditions. UNDP General Terms and Conditions for Contracts will be made integral part of the contract to be signed with the Contractor.*

*...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...*

**Question 2: We are manufacturer and until now we have always preferred not to attend tenders as our distributors attended the tenders. Now, we'd like to attend this tender as a manufacturer and all previous experiences are on our distributors, but we've been the supplier for them as they are our distributors. We also have contracts with our distributors proving that they are selling our products and we can submit these contracts as well. Is it possible to attend with their previous experiences, their reference letters and our invoices to them?**

**Also, is it mandatory to submit the copy of the contract or would reference letter or work completion certificate received from the client suffice as statement of satisfactory completion?**

*Answer 2: As per FORM D: ELIGIBILITY AND QUALIFICATION FORM, Previous Relevant Experience Section given in the ITB, Bidders shall list only those assignments for which the Bidder or the Manufacturer was legally contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants.*

*In view of the above, previous experience of the distributors cannot be claimed as relevant experience of the Bidder.*

*Bidders shall attach Statements of Satisfactory Performance received from the client for the claimed experience(s) either in a form of a reference letter or work completion certificate. Bidders are not obliged to submit copy of the claimed contract unless requested.*

*In order for the statement(s) of satisfactory performance to be considered as documentary evidence, document shall be in alignment with the information which will be recorded in the table given in FORM D: ELIGIBILITY AND QUALIFICATION FORM, Previous Relevant Experience Section of the ITB.*

**Question 3: Please clarify if the Contractor shall submit the invoice in USD or Turkish Liras after completion of the assignment?**

*Answer 3: UNDP accepts invoices in both currencies; however, as stipulated in Section 3. Bid Data Sheet, BDS No. 28:*

*If a company established and operating in Turkey gets awarded by the contract, payment shall be made in Turkish Liras through conversion of the USD amount by the official UN Exchange Rate valid on the date of money transfer. Otherwise, the payment shall be effected in United States Dollar.*

*Please refer to <https://treasury.un.org/operationalrates/OperationalRates.php> for UN Official Exchange Rate.*

**Question 4: Regarding company documents, shall we submit capacity report, Turkish brand document (Yerli Mali Belgesi) in addition to other required documents?**

*Answer 4: Minimum documents to be submitted as part of bids are clearly defined in the ITB. Bidders shall ensure to submit minimum documents requested. If bidding as a manufacturer, bidders shall submit evidence/certificate(s) that demonstrate that they are manufacturers.*