



Invitation to Bid
UNDP Ukraine case No.: 2012/EUBAM/043

Date: 10 September 2012

Dear Sir/Madam,

Subject: LAND ROVER VEHICLES MAINTENANCE AND REPAIR SERVICES

1) The United Nation Development Program in Ukraine within the framework of its “European Union Border Assistant Mission to Moldova and Ukraine – EUBAM” hereby solicits your bid for the provision of maintenance and repair services of vehicles and the supply of genuine spare parts and materials for EUBAM Land Rover vehicles fleet in Odessa Region, according to the requirements and the specifications described in this tender (Annex V).

2) To enable you to submit a bid, please find enclosed:

Annex I	Instructions to Bidders
Annex II	Bid Data Sheet
Annex III	General Terms and Conditions
Annex IV	Special Conditions
Annex V	Schedule of Requirements
Annex VI	Bid Submission Form
Annex VII	Price Schedule

3) Interested Bidders may obtain further information at the following address:

Name of Office: United Nations Development Programme in Ukraine/EUBAM Project
Telephone & Fax: +380-482-365277 +380-482-365278
E-mail: procurement@eubam.org

4) Bids must be delivered on or before 15:00 hours Odessa time on 25 September 2012 at the following address:

- 13, Uyutna Street, Odessa, Ukraine, 65012

or via email to

- tenders@eubam.org.

Late bids shall be rejected.

6) Bids will be opened in the presence of Bidders’ Representatives, who chose to attend at the address, date and time indicated in the Bidding Documents.

7) This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,
UNDP Ukraine

A handwritten signature in black ink, appearing to be a stylized name or set of initials.

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of goods to the UN system
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than two weeks prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexures V, VI and VII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that the Bidder has been duly authorized by local authorities and by the vehicle make manufacturer to perform and provide vehicles maintenance and repair services and supply of genuine spare parts and materials in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract: certificate of state registration; certificate of VAT payer (if applicable); tax payer certificate, Balance-sheet as on 31.12.2011; Profit and Loss Statement for the year 2011.

10. Documents Establishing Goods/Services' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the services;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

11. Bid Currencies/Bid Prices: All prices shall be quoted in US dollars, UAH or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods/services it proposes to supply under the contract.

12. Period of Validity of Bids: Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Security:

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 5 % of the Offer Value.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
 - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
 - ii. cashier's cheque, or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.

- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
 - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
 - 2) In the case of a successful Bidder, if the Bidder fails:
 - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
 - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

D. Submission of Bids

14. Format and Signing of Bid: The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address:

UNDP Ukraine - EUBAM
13, Uytyna Street, Odessa, Ukraine, 65012

and

- (b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

Externally:

Attention: TENDER OPENING UNIT
Sealed Bid for UNDP case: 2012/EUBAM/043
Deadline: 25 September 2012 at 15:00 hours Odessa time
NOT TO BE OPENED BY REGISTRY

Internally:

"Case # 2012/EUBAM/043 – Maintenance and repair of Land Rover vehicles"

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents – **25 September 2012, 15:00 hours Odessa time.**

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids: The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. Not later than 24 hours before time of the Bids opening the Bidder shall inform in written the Purchaser about such an intention and advise name and title of the Representative. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

The opening of the Bids will take place on 25 September, 2012 at 16:00 hours local time at the Purchaser's address: EUBAM/UNDP Ukraine, 13 Uytyna Street, Ukraine, 65012

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

19. Clarification of Bids: To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the

total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

- 21. Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.
- 22. Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with the Schedule of requirements described in Annex V.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).

F. Award of Contract

- 23. Award Criteria:** The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser’s action.
- 24. Purchaser’s Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods/services specified in the Schedule of Requirements without any change in unit price or other terms and conditions. The procuring UNDP entity reserves the right to award the whole or part of the requirement or otherwise split the award if deemed necessary.
- 25. Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier’s signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.
- 26. Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.
- 27. Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid	English or Russian
Bid Price	The prices quoted shall be as per following INCOTERMS 2010 and place: EXW Place: Odessa, Ukraine
Documents Establishing Bidder's Eligibility & Qualifications	Required: <ul style="list-style-type: none"> ○ Certificates issued by local authorities and vehicle make manufacturer to perform and provide vehicles maintenance and repair services and supply of genuine spare parts and materials in the country of final destination. ○ Certificate of state registration; certificate of VAT payer (if applicable); tax payer certificate, Balance-sheet as on 31.12.2011; Profit and Loss Statement for the year 2011. ○ The Company shall list the similar successful contracts providing reference contacts (minimum 3).
Bid Validity Period.	120 days
Bid Security	Not required.
Preliminary Examination – completeness of bid	<input type="checkbox"/> Partial bids permitted (by LOTS) <input checked="" type="checkbox"/> Partial bids not permitted
Purchaser's Right to Vary Requirements at Time of Award	15 percent increase or decrease
Compliance with any other clause required?	No

GENERAL TERMS AND CONDITIONS**1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

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

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates 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.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

SPECIAL CONDITIONS

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

General requirements	
Liquidated damages	
<input checked="" type="checkbox"/> Applies	If the Supplier fails to supply the specified services within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods/services Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order
Payment	
<input checked="" type="checkbox"/> Applies	<p>UNDP Ukraine will make payment within 30 days from receipt of the following documents:</p> <ul style="list-style-type: none"> • Commercial invoice; • Act of acceptance of services, delivered within warranty and non-warranty maintenance, excluding services and repair, paid by Insurance Company. <p>United Nations Operational Rate of exchange will be applied for any payments in different then US Dollars currency.</p>
Performance security	
<input checked="" type="checkbox"/> Does not apply	<ol style="list-style-type: none"> a. Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b. The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d. The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e. The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.

SCHEDULE OF REQUIREMENTS

PROVISION OF MAINTENANCE AND REPAIR SERVICES AND OF SPARE PARTS AND EXPENDABLE MATERIALS FOR EUBAM VEHICLE FLEET (LAND ROVER MAKE)

OBJECTIVE

1. To repair and maintain EUBAM vehicle fleet in Odessa Region.
2. To provide genuine spare parts for the repair and maintenance services.

METHOD

- The vendor will carry out the repair and maintenance services on the vehicles against requests issued by the EUBAM Fleet Manager or his designated representative.
- The type of services includes oil service, maintenance service, adjustments, replacements of components and general maintenance in line with manufacturer's specification and any other repair required as per EUBAM request.
- No repairs beyond the request are to be carried out without prior approval from the Fleet Manager or his designated representative.
- EUBAM driver staff will deliver and collect the vehicle from vendor's workshop.
- If the vehicle has developed some fault and because of which it could not be driven, then upon UNDP/EUBAM request, the vendor will recover the vehicle to his workshop for repair.

CONTRACT PERIOD

UNDP envisages entering into Long Term Agreement with one or several qualified vehicles maintenance and repair service providers for an initial period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation.

SERVICE AND MAINTENANCE SCOPE

LOT #I – Technical maintenance of Land Rover Freelander 2 vehicles

Maintenance # 1

Maintenance is required every 10,000 km of mileage

#	Description
1	Checking all lamps, sound signals and light alarms.
2	Checking front and rear windshield wipers/washes and wiper blades
3	Checking parking break
4	Changing the saloon air-intake filter
5	Checking, examination of car body for paint rust.
6	Checking tyres for pressure and thread depth (including spare wheel) and adjustment (if required).
7	Dismantling the wheels.
8	Examination of brake shoes for wear rate and callipers for leakage, checking wheel plates.
9	Changing brake fluid.
10	Discharging fuel filter sediment.
11	Examination of rear brake shoes through the inspection hole in the rear plate.
12	Wheels rotation according to the Statement and their remounting.

13	Lubrication of doorstop hinges and bonnet lock, hatch, guide ways and weather strips.
14	Cleaning dribble pipes and hatch passages.
15	Visual check of intercooler/radiator for external obstructions.
16	Changing cooling fluid.
17	Changing air filter element.
18	Checking conditions of power transmission accessory belt.
19	Checking power fluid level in reservoirs of breaking system, steering power system, hydraulic gear clutch and windshield washer, refilling – if required.
20	Checking the battery charge, recharging – if required.
21	Checking the level/refilling electrolyte to the battery.
22	Changing oil and oil filter
23	Putting grease base onto the gear cable connections.
24	Checking backlash of all suspension cluster gaskets.
25	Checking all covers and shields of suspension, driveshaft and steering.
26	Changing all flexible hoses of the breaking system.
27	Examination of break booster, tube and coupling of the breaking and fuel systems, steering power system, clutch and wires bundle for wear rate, leakage and corrosion.
28	Checking power fluids for leakage.
29	Checking exhaust system for leakage, fastening security and damages.
30	Checking attachment of steering link ball joints as well as ball joints and protecting covers conditions.
31	Performing driving tests.

Maintenance # 2

Maintenance is required every 20,000 km of mileage

#	Description
1	Includes works specified in Maintenance #1.
2	Checking conditions and reliability of seats anchors and safety belts
3	Cleaning additional oil cooler and radiator module from garbage.

LOT #II – Technical Maintenance of Land Rover Defender vehicles

Maintenance # 1

Maintenance is required every 10,000 km of mileage

#	Description
1	Checking all lamps, sound signals and light alarms.
2	Checking front and rear windshield wipers/washes and wiper blades
3	Checking the battery.
4	Checking tyres for pressure and pumping up.
5	Checking tyre-wear indicator
6	Checking wear rate of brake shoes, callipers for leakage and brake disks.
7	Discharging fuel filter sediment.
8	Checking and adjustment of valve plays.
9	Checking and refilling fluid into reservoirs of hydraulic breaks, hydraulic servo steering, clutch linkage and windshield washer.
10	Changing filter of engine lubrication system.
11	Lubrication of joints and propeller shaft slip joints.
12	Visual check of vacuum brakes tube, tubes of breaking system, fuel system, clutch and their connection.
13	Checking for leakage from wheel steering components and suspension hydraulic tubes, their connections, signs of abrasion and corrosion.
14	Checking leakage from engine, gearbox, transfer gear and axles.
15	Driving tests.

Maintenance # 2**Maintenance is required every 20,000 km of mileage**

No	Description
1	Checking conditions and reliability of seats anchors and safety belts
2	Checking all lamps, sound signals and light alarms.
3	Checking front and rear windshield wipers/washes and wiper blades
4	Checking operational conditions of the parking break
5	Checking the battery.
6	Adjustment of headlights forward lighting.
7	Dismantling the wheels.
8	Checking tyres for pressure and adjustment..
9	Checking tyre-wear indicator
10	Checking wear rate of brake shoes, callipers for leakage and brake disks.
11	Discharging fuel filter sediment.
12	Remounting the wheels according to their original hub position.
13	Visual check of cooling system radiator for obstacles, and fan blades for damages.
14	Checking ambient temperature sensor for damages.
15	Checking operation and lubrication of locks, doorstop hinges and bonnet holder.
16	Checking cooling, aftercooler and heating systems for leakage, reliability of branch anchors and oil tubes, and their condition.
17	Checking and adjustment of valves.
18	Cleaning engine ventilator filter.
19	Changing air filter element and cleaning drain valves.
20	Checking the power transmission accessory belt.
21	Changing blind plugs and checking camshaft belt.
22	Checking and refilling fluid into reservoirs of hydraulic breaks, hydraulic servo steering, clutch linkage and windshield washer.
23	Checking and adjustment of steering reduction gear.
24	Washing aftercooler element of diesel engine.
25	Changing filter of engine lubrication system.
26	Changing oil in manual gearbox.
27	Checking and refilling oil into transfer gear.
28	Checking and refilling oil into front and rear reduction gear.
29	Lubrication of joints and propeller shaft slip joints.
30	Visual check of vacuum brakes tube, tubes of braking system, fuel system, clutch and their connection.
31	Checking wheel steering components and suspension hydraulic tubes for leakage, their connections, signs of abrasion and corrosion.
32	Checking engine, gearbox, transfer gear and axles for leakage.
33	Checking exhaust system for leakage, damages and fastening security.
34	Checking steering reduction gear, attachment of front and rear axle suspension.
35	Checking attachments of steering link ball joints and their conditions.
36	Checking suspension bumpers for leakage and damages.
37	Checking attachment of front and rear suspension links, condition of rubber fasteners.
38	Checking fastening security of tow attachment.
39	Driving tests.

Maintenance # 3**Maintenance is required every 40,000 km of mileage**

#	Description
1	Includes works specified in Maintenance #2.
2	Changing batteries in alarm remote controller.
3	Changing brake fluid.
4	Changing oil in the front and rear axles.

The services are required for the following list of vehicles:

Vehicle Type	Qty	Make
Land Rover Freelander 2	19	2008/2009
Land Rover Defender 110	2	2008
Total	21	

Upon request of UNDP the Contractor shall additionally provide the following services:

- Vehicle body parts repair, painting or replacement;
- Vehicle interior equipment repair or replacement;
- Installation/dismantling of communication and other additional equipment (engine and interior heaters; luggage dividing grills, immobilizers, security systems, etc.);

TIMEFRAME

- Request for repair/maintenance should be accepted by vendor within minimum 24 hours' notice.
- Scheduled services including Maintenance #1; 2; 3 for any vehicle model should be completed the same working day.
- All other services, repairs and/or maintenance are to be carried out within reasonable periods of time. If delays of any type are foreseen then the vendor should inform the EUBAM Fleet Manager or his designated representative.
- Delivery time of requested spare parts should not exceed:
 - a) Of those in stock – 3 days;
 - b) Of those not in stock – 2 weeks.

Minimum Requirements:

Supplier Qualifications:

Profile of the company: offerors shall give a brief description of the company including copy of company registration documents;

Details of years in business: offerors shall document having a minimum of 1 year of experience in the vehicles maintenance and repair services;

Number of vehicles served during last year: minimum 200;

Location: offerors shall have a workshop within Odessa city region.

Certificate(s):

Offerors shall provide:

Certificates issued by local authorities and by vehicle make manufacturer (as authorized dealer) to perform and provide vehicles maintenance and repair services and supply of genuine spare parts and materials in the country of final destination;

Certificate of state registration;

Certificate of VAT payer (if applicable);

Tax payer certificate;

Balance-sheet as on 31.12.2011;

Profit and Loss Statement for the year 2011.

Business reference:

The vendor shall list the similar successful contracts providing reference contacts - minimum 3.

The vendor shall provide information on the personnel assigned for repair/maintenance works on specific vehicle types/models (if duly certified/trained).

Quality Control

- Vendor should have in place a standard equipment kit for vehicle diagnostics, certified by a specific vehicle manufacturer.
- Vendor should have in place sufficient equipment and tools kits for vehicle repair and maintenance adjusted to a specific vehicle type/model.
- Vendor should have in place duly certified personnel for repair/maintenance works on specific vehicle types/models.
- Spare parts used in the repair/maintenance must be original. Spare parts must carry standard dealer warranty of six months or as specified by manufacturer (Land Rover).
- Whenever applicable vendor should repair/replace vehicle's components under warranty policy of a specific vehicle manufacturer.
- Vendor's guarantee period for the repair services performed shall be minimum 1 month.

Safety and Security of the Vehicle

- Vendor shall be responsible for the safety and security of the vehicle including all UNDP equipment attached with such vehicle delivered for repair.
- Vendor shall conduct road tests only in presence of UNDP driver staff.

Invoicing

- Any work performed upon UNDP request should be reflected in an Acceptance Act which should be submitted immediately after work/service is completed and listing all spare parts used plus any labor costs.
- The repair/maintenance invoice should be submitted on a monthly basis and should comprise all costs for work/service and spare parts provided to UNDP during past month.
- The costs of maintenance/repair services and spare parts should be reflected in the invoice in separate lines. UNDP will certify the repair/maintenance/recovery invoice only when the work/service has been carried out satisfactorily and in accordance with standards set by UNDP.

Organisational Settings:

Offerors shall provide the name and contact information of a Customer Relations Manager or similar, responsible for the smooth running and execution of orders placed by the EUBAM.

Technical and Financial Evaluation Criteria and Procedures:

Technical Evaluation:

Technical Evaluation of bids shall be done separately for each LOT. Technical Evaluation Criteria are described in Clause 22 of Annex I (Instructions to Bidders).

Financial Evaluation:

Financial Evaluation of bids shall be done separately for each LOT. The total amounts shall be compared only for the technically qualified and responsive bidders.

The Long Term Agreement shall be offered to the lowest priced technically qualified and responsive Bidder(s).

Payment terms:

Services rendered will be paid through bank transfer to the bank account of the LTA holder, within 30 days upon delivery and submission of supply invoice. Please note that all purchases shall be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

BID/PROPOSAL SUBMISSION FORM

To: UNDP Ukraine

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer Land Rover vehicles maintenance and repair services in conformity with the said bidding documents for the sum of _____

_____ *total bid amount in words and figures*

as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day of 2012

.....
Signature

.....
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of

PRICE SCHEDULE

1. The Price List shall include detailed transcript of prices for each item.
2. Technical specifications for each item shall include enough details, to enable a buyer to compare whether a bid complies with the provided list of requirements and technical specifications of the tender.
3. All prices/tariffs shall not include any taxes (except VAT) as the United Nations Organization, as well as its associated agencies, are exempt from taxes.
4. The below format shall be used for the Price List. **Please, use only empty spaces for entering your information. Proposals improperly filled in (in the table below) might be declined.**

Lot #I - Technical maintenance of Land Rover Freelander-2 Vehicles

Type of services – Maintenance #1

№	Description of Works	Duration of the Procedure (minutes)	Maximum cost of materials/spare parts	Maximum cost of work	Total cost of works & materials/spare parts
1	Checking all lamps, sound signals and light alarms.				
2	Checking front and rear windshield wipers/washes and wiper blades				
3	Checking parking break				
4	Changing the saloon air-intake filter				
5	Checking, examination of car body for paint rust.				
6	Checking tyres for pressure and thread depth (including spare wheel) and adjustment (if required).				
7	Dismantling the wheels.				
8	Examination of break shoes for wear rate and callipers for leakage, checking wheel plates.				
9	Changing break fluid.				
10	Discharging fuel filter sediment.				
11	Examination of rear brake shoes through the inspection hole in the rear plate.				
12	Wheels rotation according to the Statement and their remounting.				
13	Lubrication of doorstop hinges and bonnet lock, hatch, guide ways and weather strips.				
14	Cleaning dribble pipes and hatch passages.				
15	Visual check of intercooler/radiator for external obstructions.				
16	Changing cooling fluid.				
17	Changing air filter element.				
18	Checking conditions of power transmission accessory belt.				
19	Checking power fluid level in reservoirs of breaking system, steering power system, hydraulic gear clutch and windshield washer, refilling – if required.				

20	Checking the battery charge, recharging – if required.				
21	Checking the level/refilling electrolyte to the battery.				
22	Changing oil and oil filter				
23	Putting grease base onto the gear cable connections.				
24	Checking backlash of all suspension cluster gaskets.				
25	Checking all covers and shields of suspension, driveshaft and steering.				
26	Changing all flexible hoses of the breaking system.				
27	Examination of break booster, tube and coupling of the breaking and fuel systems, steering power system, clutch and wires bundle for wear rate, leakage and corrosion.				
28	Checking power fluids for leakage.				
29	Checking exhaust system for leakage, fastening security and damages.				
30	Checking attachment of steering link ball joints as well as ball joints and protecting covers conditions.				
31	Performing driving tests.				
Total cost of Maintenance #1					

Type of services – Maintenance #2

№	Description of Works	Duration of the Procedure (minutes)	Maximum cost of materials/spare parts	Cost of work	Total cost of works& materials/ spare parts
1	Includes works specified in Maintenance #1.				
2	Checking conditions and reliability of seats anchors and safety belts				
3	Cleaning additional oil cooler and radiator module from garbage.				
Total cost of Maintenance #2					

Lot #II – Technical Maintenance of Land Rover Defender Vehicles

Type of services – Maintenance #1

№	Description of Works	Duration of the procedure (minutes)	Maximum cost of materials/spare parts	Cost of work	Total cost of works& materials/ spare parts
1	Checking all lamps, sound signals and light alarms.				
2	Checking front and rear windshield wipers/washes and wiper blades				
3	Checking the battery.				
4	Checking tyres for pressure and pumping up.				
5	Checking tyre-wear indicator				
6	Checking wear rate of break shoes, callipers for				

	leakage and brake disks.				
7	Discharging fuel filter sediment.				
8	Checking and adjustment of valve plays.				
9	Checking and refilling fluid into reservoirs of hydraulic breaks, hydraulic servo steering, clutch linkage and windshield washer.				
10	Changing filter of engine lubrication system.				
11	Lubrication of joints and propeller shaft slip joints.				
12	Visual check of vacuum brakes tube, tubes of breaking system, fuel system, clutch and their connection.				
13	Checking for leakage from wheel steering components and suspension hydraulic tubes, their connections, signs of abrasion and corrosion.				
14	Checking leakage from engine, gearbox, transfer gear and axles.				
15	Driving tests.				
Total cost of Maintenance #1					

Type of services – Maintenance #2

№	Description of Works	Duration of the Procedure (minutes)	Maximum cost of materials /spare parts	Maximum cost of work	Total cost of works& materials /spare parts
1	Checking conditions and reliability of seats anchors and safety belts				
2	Checking all lamps, sound signals and light alarms.				
3	Checking front and rear windshield wipers/washes and wiper blades				
4	Checking operational conditions of the parking break				
5	Checking the battery.				
6	Adjustment of headlights forward lighting.				
7	Dismantling the wheels.				
8	Checking tyres for pressure and adjustement..				
9	Checking tyre-wear indicator				
10	Checking wear rate of break shoes, callipers for leakage and brake disks.				
11	Discharging fuel filter sediment.				
12	Remounting the wheels according to their original hub position.				
13	Visual check of cooling system radiator for obstacles, and fan blades for damages.				
14	Checking ambient temperature sensor for damages.				
15	Checking operation and lubrication of locks, doorstop hinges and bonnet holder.				
16	Checking cooling, aftercooler and heating systems for leakage, reliability of branch anchors and oil tubes, their conditions.				
17	Checking and adjustment of valves.				
18	Cleaning engine ventilator filter.				
19	Changing air filter element and cleaning drain valves.				
20	Checking the power transmission accessory belt.				

21	Changing blind plugs and checking camshaft belt.				
22	Checking and refilling fluid into reservoirs of hydraulic breaks, hydraulic servo steering, clutch linkage and windshield washer.				
23	Checking and adjustment of steering reduction gear.				
24	Washing aftercooler element of diesel engine.				
25	Changing filter of engine lubrication system.				
26	Changing oil in manual gearbox.				
27	Checking and refilling oil into transfer gear.				
28	Checking and refilling oil into front and rear reduction gear.				
29	Lubrication of joints and propeller shaft slip joints.				
30	Visual check of vacuum brakes tube, tubes of breaking system, fuel system, clutch and their connection.				
31	Checking wheel steering components and suspension hydraulic tubes for leakage, their connections, signs of abrasion and corrosion.				
32	Checking engine, gearbox, transfer gear and axles for leakage.				
33	Checking exhaust system for leakage, damages and fastening security.				
34	Checking steering reduction gear, attachment of front and rear axle suspension.				
35	Checking attachments of steering link ball joints and their conditions.				
36	Checking suspension bumpers for leakage and damages.				
37	Checking attachment of front and rear suspension links, condition of rubber fasteners.				
38	Checking fastening security of tow attachment.				
39	Driving tests.				
Total cost of Maintenance #2					

Type of services – Maintenance #3

№	Description of Works	Duration of the Procedure (minutes)	Maximum cost of materials/ spare parts	Maximum cost of work	Total cost of works & materials/spare parts
1	Includes works specified in Maintenance #2.				
2	Changing batteries in alarm remote controller.				
3	Changing break fluid.				
4	Changing oil in the front and rear axles.				
Total cost of Maintenance #3					

SUMMARY TABLES

Lot #I, Freelander-2 vehicles

Maintenance #1			Maintenance #2			A- total cost of Maintenance #1 and #2
Total number of maintenance services	Maximum cost per unit	Total	Total number maintenance services	Maximum cost per unit	Total	
57			28			

Lot #II, Defender vehicles

Maintenance #1			Maintenance #2			Maintenance #3			B - total cost of Maintenances #1, #2 and #3
Total number of services	Maximum cost per unit	Total	Total number of services	Maximum cost per unit	Total	Total number of services	Maximum cost per unit	Total	
6			3			1			

GENERAL SUMMARY PRICE CHART

A- total cost of Maintenances #1 and #2 under Lot #I	B - total cost of Maintenances #1 and #2 under Lot #II	Summary total amount (A+B)

Signature of an authorized person:

1.