INVITATION TO BID

Crime Scene Vans Support to Justice Sector Reform Project Republic of Moldova



Section 1. Letter of Invitation

Chisinau, Republic of Moldova 12 June 2014

Ref. no.: <u>ITB14/00812</u>

Subject: Procurement of Crime Scene Vans

Dear Sir / Madam:

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

This ITB includes the following documents:

Section 1 – This Letter of Invitation

Section 2 – Instructions to Bidders (including Data Sheet)

Section 3 – Schedule of Requirements and Technical Specifications

Section 4 – Bid Submission Form

Section 5 - Documents Establishing the Eligibility and Qualifications of the Bidder

Section 6 - Technical Bid Form

Section 7 – Price Schedule Form

Section 8 – Form for Bid Security [not required]

Section 9 – Form for Performance Security [not required]

Section 10 – Form for Advanced Payment Guarantee [not required]

Section 11 – Contract to be Signed, including General Terms and Conditions

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

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

United Nations Development Programme in Moldova

131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova

Email: sc.md@undp.org
Attention: Procurement Unit

The letter should be received by UNDP no later than Close of Business, 24 June 2014. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,

Narine Sahakyan,

Deputy Resident Representative



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Section 2: Instruction to Bidders

Definitions

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

A. GENERAL

- 1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
- 2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
- **3.** Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
- **4.** UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See

http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011. pdf and

http://www.undp.org/content/undp/en/home/operations/procurement/procurement protest/ for full description of the policies).

- 5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent

entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf.

B. CONTENTS OF BID

9. Sections of Bid

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

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

10. Clarification of Bid

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

11. Amendment of Bid

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

C. PREPARATION OF BID

12. Cost

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

13. Language

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

14. Bid Submission Form

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

15. Technical Bid Format and Content

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

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

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".
- 15.3 Management Structure and Key Personnel This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation

of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

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

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

16. Price Schedule

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

17. Currencies

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

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.
- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have <u>any</u> of the following:
 - a) they have at least one controlling partner, director or shareholder in common; or
 - b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
 - c) they have the same legal representative for purposes of this ITB; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
 - e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
 - f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

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

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and the Price Schedule **must** be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must:
 - a) Bear the name of the Bidder;
 - b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
 - c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

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

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

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

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

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

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

26. Bid Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

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

29. Evaluation of Bid

- 29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.
- 29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.
- 29.3 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following:
 - a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
 - b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
 - d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
 - e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
 - f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
 - g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

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

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

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

31. Responsiveness of Bid

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

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

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

32. Nonconformities, Reparable Errors and Omissions

- Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
- 32.2 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:
 - a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

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

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action.

Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement protest/).

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

Instructions to Bidders

DATA SHEET

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

DS No.	Cross Ref. to Instruct ions	Data	Specific Instructions / Requirements
1		Project Title:	Support to Justice Sector Reform
2		Title of Goods/Services/Work Required:	Crime Scene Vans
3		Country:	Republic of Moldova
4	C.13	Language of the Bid:	☑ English ☐ French ☑ Others: Romanian, Russian
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	□ Allowed ☑ Not allowed
6	C.20	Conditions for Submitting Alternative Bid	☐ Shall not be considered ☐ Shall be considered. A Bidder may submit an alternative ☐ Bid, but only if it also submits a Bid that meets the base ☐ case (i.e., what is originally required by UNDP in this ITB). ☐ UNDP shall only consider the alternative bid offered by ☐ the Bidder whose Bid for the base case was determined to ☐ be a responsive Bid that offers the lowest price.
7	C.22	A pre-Bid conference will be held on:	Time: 11:00 (Moldova local time) Date: 19 June 2014 Venue: UN House Conference Room, 131, 31 August 1989 Street, MD-2012 Chisinau, Moldova The UNDP focal point for the arrangement is: Lidia Marchitan, Project Associate Telephone: +373 (0) 22232523 Facsimile: +373 (0) 22 245079 E-mail: lidia.marchitan@undp.org
8	C.21.1	Period of Bid Validity commencing on the submission date	□ 60 days⋈ 90 days□ 120 days
9	B.9.5 C.15.4 b)	Bid Security	□ Required ☑ Not Required
10	B.9.5	Acceptable forms of Bid Security	N/A

11	B.9.5 C.15.4 a)	Validity of Bid Security	N/A
12		Advanced Payment upon signing of contract	☐ Allowed up to a maximum of 20 % of contract ☐ Not allowed
13		Liquidated Damages	 □ Will not be imposed ☑ Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.15% Max. no. of days of delay: 60 After which UNDP may terminate the contract.
14	F.37	Performance Security	□ Required □ Not Required
15		Preferred Currency of Bid and Method for Currency conversion	☑ United States Dollars (US\$)☐ Euro☐ Moldovan Lei
16	B.10.1	Deadline for submitting requests for clarifications/ questions	7 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Alexandru Cocirta, Project Manager Address: UNDP Moldova, 131, 31 August 1989 Street, MD- 2012 Chisinau, Republic of Moldova E-mail address dedicated for this purpose: alexandru.cocirta@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	 □ Direct communication to prospective Bidders by email or fax □ Direct communication to prospective Bidders by email or fax, and Posting on the website http://www.undp.md/tenders/index.shtml
19	D.23.3	No. of copies of Bid that must be submitted	Original: 1 Copies: 1
20	D.23.1 b) D.23.2 D.24	Bid submission address	UNDP Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time: 10 July 2014, 11:00 (Moldova local time)
22	D.23.2	Manner of Submitting Bid	☑ Courier/Hand Delivery☑ Electronic submission of Bid
23	D.23.2	Conditions and Procedures for	☑ Official Address for e-submission:

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

	D.26	electronic submission and opening, if allowed	tenders-Moldova@undp.org ☑ Format: PDF files only, password protected ☑ Password must not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 ☑ Max. File Size per transmission: 5 MB ☑ Max. No. of transmission: 5 (five) ☑ No. of copies to be transmitted: 1 (one) ☑ Mandatory subject of email: "ITB14/00812: Crime Scene Vans" ☑ Time Zone to be Recognized: Moldova (GMT+2:00)
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: 10 July 2014, 14:00 (Moldova local time) Venue: UN House Conference Room, 131, 31 August 1989 Street, MD-2012 Chisinau, Moldova
25		Evaluation method to be used in selecting the most responsive Bid	 ☑ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and ☑ Lowest price offer of technically qualified/responsive Bids
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	Sompany Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation Trade name registration papers, if applicable Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

27		Other documents that may be Submitted to Establish Eligibility	☑ Catalogues highlighting information related to the proposed goods
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	 ☑ Bid Submission Form (as per Section 4); ☑ Duly filled-in Sections 5-7; ☑ List of completed and/or ongoing similar contracts for the past two (2) years, indicating beneficiary, contract amount, period of execution; ☑ Delivery Schedule for the supply of goods; ☑ List of recommended replacement parts and scheduled maintenance services required for 100,000 km of operation (including current prices).
29	C.15.2	Latest Expected date for commencement of Contract	10 August 2014
30	C.15.2	Maximum Expected duration of contract	120 calendar days
31		UNDP will award the contract to:	☑ One Bidder only☐ One or more Bidders
32	F.34	Criteria for the Award and Evaluation of Bid	Award Criteria Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications Compliance on the following qualification requirements: Bid Evaluation Criteria² Minimum of 3 (three) years of experience in similar contracts; Minimum annual turnover of 1 Million US Dollars for the past 2 years; Current ratio of not less than 1.0; Proven track record of sales of specialized vehicles; Full compliance of Bid to the Technical Requirements; Quality Inspection and Testing Certificates for the goods to be supplied; Availability of authorized service centre in Moldova; Warranty on parts and services for a minimum period of 2 (two) years or 100,000 km of operation; Acceptability of the Delivery Schedule; Appropriateness of the Implementation Timetable to Project Schedule.
33	E.29	Post qualification Actions	 ✓ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ✓ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ✓ Inquiry and reference checking with other previous

 $^{\rm 2}\,$ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

		clients on the quality of performance on ongoing or previous contracts completed; Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; Testing and sampling of completed goods similar to the requirements of UNDP, where available
34	Conditions for Determining Contract Effectivity	 □ UNDP's receipt of Performance Bond □ UNDP's approval of plans, drawings, samples, etc. □ A countersigned and duly executed contract
35	Other Information Related to the ITB	Further information, instructions and/or amendments to the solicitation documents shall be published at the UNDP Moldova tenders website: http://www.undp.md/tenders/index.shtml

Section 3a: Schedule of Requirements and Technical Specifications

I. Background Information

The Ministry of Internal Affairs is the largest investigation authority within the criminal justice system. Therefore, a number of institutional and structural reforms are foreseen within the justice sector reform to strengthen the Ministry of Internal Affairs` performance in the framework of criminal investigation activity (Priority Area 2.3 from the Justice Sector Reform Strategy – Strengthening the individual and institutional professional capacities to investigate crimes) by implementing and using modern criminal investigation techniques and instruments, amending the legislation in line with international standards and best practices, providing appropriate training for the involved professional groups, carrying out criminal investigations in the framework of multidisciplinary task force groups, strengthening the capacities of forensic centres.

One of the Project's goal is to strengthen the capacities of criminal investigators/crime scene technicians in the area of proper crime scene management and evidence collection, along with providing the Mol Forensic Unit with essential equipment for the crime scene investigation and securing the evidence for further laboratory analysis. The action will aim at enhancing the operational capacities of the Forensic Unit of the General Police Inspectorate to investigate, collect and secure crime scene evidence by endowing it with crime scene vans, customized to the needs of the beneficiary institution.

II. Scope of Contract

The scope of contract includes the supply of **fully stocked crime scene evidence vans** for the Forensic Unit of the General Police Inspectorate to investigate, collect and secure crime scene evidence. Detailed technical specifications of the vans and interior shelving and storage system are described below.

III. Deliverables

The contractor shall supply 3 (three) brand new vans, each one shall be equipped with interior shelving and storage system.

The minimum requirements for the crime scene vans are described under Item 1 of the "Description/Specifications of goods". All parameters in the Technical Specifications indicate the minimum or allowable range of functional requirements.

The dimensions and specifications for interior shelving and storage system are presented under Item 2 of the "Description/Specifications of goods". The shelving and storage system will be made of a metal construction, resistant to mechanical actions and chemicals, anticorrosive finish with anti-slip matting. The construction will consist of one forward looking shelving system (oriented to the cab) and one rearward looking shelving system (oriented to the rear door of the van).

The above mentioned shelving systems will be delimitated by a partition wall. The partition wall will be installed at not less than 50 cm from the rear door and will serve as a starting line for calculating the depth of forward looking and rearward looking shelves.

IV. Delivery and Shipping

UNDP Moldova is looking for a maximum delivery time of 120 calendar days. Offerors shall submit a detailed delivery schedule as part of their offer, indicating the major milestones in the execution of contract.

Delivery Terms: DAP Chisinau, Moldova (INCOTERMS 2010)

V. Warranty and Maintenance

The full warranty shall include maintenance, troubleshooting and repair including provision of spare parts. Offerors shall provide evidence of local authorized technical support services availability for the offered vehicles.

Offerors shall describe the warranty and post-warranty conditions provided and service/trade customs and procedures applied.

Offerors shall propose minimum 2 (two) years or 100,000 km of full warranty period for the vehicles, to commence following the acceptance of the delivered vehicles by UNDP Moldova.

Offerors shall describe how stocks of vehicles and spare parts are maintained and managed. Offerors shall provide a detailed list of recommended replacement parts and scheduled maintenance services required for 100,000 km of operation of the vehicles (including current prices).

VI. Payment terms

Goods purchased will be paid through bank transfer to the bank account of the contracted offeror, within 30 days upon delivery of goods 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.

VII. Description/Specifications of goods

Nr.	Description/Specification of goods			
Item 1				
1	Туре	Partially glazed crew van		
		Crime scene van, used by the Police forensic unit		
	Year of manufacture	2013 or 2014		
	Body	Standard non-metallic white colour		
		Metallic structure divided virtually into three compartments (cab,		
		passenger compartment and load compartment)		
		No bulkhead		
		Powder coated metallic roof platform/deck:		
		- mounted over the load compartment,		
		- supporting at least 300 kg,		
		- non-slip covering.		
	Steering	- Left-hand drive;		
		- Hydraulic power assisted steering;		
		- Adjustable steering wheel		
	Engine			
	Displacement	2500-3000 cm3		
	Power	At least 160 HP at 3500-4000 rpm		
	Туре	At least 4 cylinders		
	Emission standard	EURO 5 or better		
	Fuel type	Diesel		
		Fuel filter with water separator		
	Tank capacity	At least 70 l		
	Transmission	6-speed manual transmission; mechanically lockable differential for		
		the rear axle		
		4 WD fulltime		
	Doors and windows	- 2 (two) doors in front (one for the driver, one for the passenger)		
		with tinted windows;		

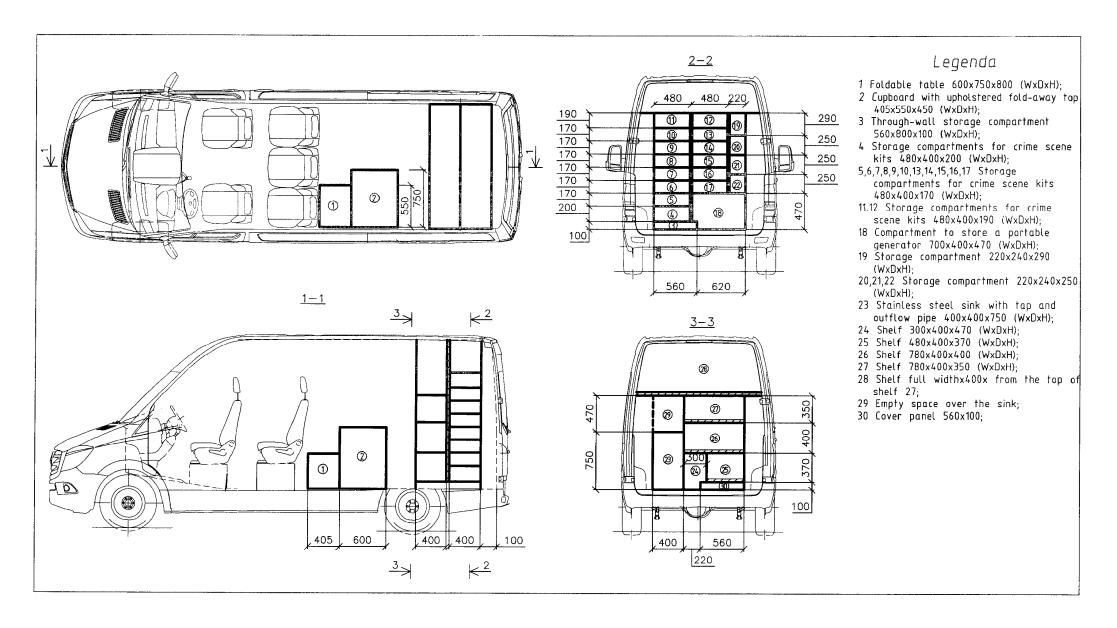
	 1 (one) right side sliding door with sliding window (privacy glass); 1 (one) left side fixed glass window (privacy glass); 1 (one) rear winged windowless door, opening at least to 250°: with catches on right and left sides; exterior metallic ladder, anticorrosive finish, mounted on the rear door. Tinted windshield 		
Seating	Tilited Willashleid		
Number of seats	2 (two) single seats in front (driver and passenger) with angle- adjustable armrests, adjustable head restraints and adjustable sea		
	 cushion angle; 1 (one) rear row of seats (1 (one) foldable seat on the right side and 2 (two) passenger bench) with adjustable head restraints. 		
Upholstery	High resistant dark fabric		
Interior equipment	Air conditioner for driver and passenger compartments		
	Non-slip rubber floor covering		
Dimensions			
Wheelbase	At least 3400 mm		
Overall length	Up to 6000 mm		
Overall width	Up to 2500 mm		
Overall height	Up to 2800 mm		
Gross vehicle weight	Up to 3500 kg		
Payload	At least 1400 kg		
Turning circle	Up to 14 m		
Electronics	Alternator (14V/180 A)		
	High capacity battery (95 Ah)		
	Remote central locking		
	Electrically adjustable and heated side view mirrors		
	Front and rear fog lamps		
	Parking aid system (front and rear)		
	Working lights in load/passenger compartments with accessible switch		
	Interior door contact light over the rear door		
	Metric instrument cluster (including at least speedometer, tachomete odometer, fuel gauge, seat belt warning light, clock, outside		
	temperature display) Adaptive headlights with cornering function		
	·		
	- 2 (two) 12V sockets mounted on the right and left sides of the real part;		
	- 1 (one) triple socket mounted on the left side wall behind the		
	passenger seats.		
	Additional battery for auxiliary devices, connected to alternator's		
	charging circuit and with indicator to monitor the functioning and		
	charge level of battery		
	Audio device with AM/FM radio tuner, USB interface, speakers		
	No speed limiter		
Safety and security	Electronic Stability Program (ESP)		
,,	Anti-lock Braking System (ABS)		
	Electronic Brake-force Distribution (EBD)		
	Acceleration Skid Control (ASR)		
	Brake Assist		
	Three-point seat belts for all seats		
	Immobilizer		
	Front airbags (driver and passenger)		
	Engine and gearbox protection		
	i		

	Rear – parabolic leaf spring
	Front and rear stabilizers
	Front and rear mudflaps
Accessories	First aid kit
	Powder fire extinguisher: 5 kg, stored in the rear compartment, with
	mounting devices
	Powder fire extinguisher: 1 kg, stared in the cab, with mounting
	devices
	Car warning triangle
	Full-size spare wheel
	Full set of winter tyres
	Hydraulic jack
	Tool kit, supplied by the manufacturer
	Road hazard lamp
	2 (two) additional keys
Electric car winch	Mounted on the front of the vehicle
	Motor – 12V
	Single line rated pull – 4000 kg
	Wire rope length – at least 20 m
	Gear train – 3 stage planetary gear
	Corded remote control – min 3 m
Power inverter	Mounted inside the van
	Input voltage – 12 volts DC
	Output voltage – 220-240 volts AC
	Frequency – 50Hz
	Power – at least 2000 W
	Two shuko outlets
TETRA Mobile Radio	Mounted on the dashboard with necessary brackets for microphone
	Compliant with standards:
	- ETSI 300 392 TETRA V+D air interface;
	- ETSI 300 394 TETRA V+D conformance testing;
	- ETSI 300 395 TETRA speech codec;
	- ETSI 300 396 TETRA DMO;
	- Dust and water protection – IP 54;
	- Shock and vibrations - ETSI ETS 300 019;
	- Humidity - ETSI ETS 300 019.
	Voltage – 12 volts DC
	Contacts list – at least 1000
	Frequency bands (DMO/TMO): 380-400 MHz
	RF channel bandwidth – 25 kHz
	Transmit/receive separation – 10 MHz
	Talk groups – at least 2000
	DMO channels – at least 1000
	Receiver class – A
	RF Power: 10 W
	Access method – TDMA
	Operating temperature: -25°C/+55°C
	Antenna mounted on van`s body
	Impedance – 50 ohm
	VSWR – <1.5
	Interfaces – USB, RS232
	Configuration package:
	- Cable for configuration via USB or RS232;
	- Installation software;
	- User's manual/installation manual (including electronic versions

	GPS	Simultaneous satellites – at least 8
	G1 3	GPS Antenna – integrated with RF Antenna
		GPS bandwidth – 1,5-1,6 GHz
		Sensitivity – at least -152dBm
		Accuracy – at least 5m (50% probable), at least 10 m (95% probable)
		Location protocol – at least ETSI LIP
		Activated GPS license
	Police warning light bar	Three module structure: two lateral modules with red and blue LED
		lights and a siren as the central module
		Waterproof carcass
		Front "takedown" white lights
		Side-facing "alley" white lights
		2 (two) red and 2 (two) blue LED lights mounted on the front of the
		vehicle, behind the radiator grille
		1 (one) red and 1 (one) blue LED lights mounted on the roof over the
		rear door
		Speaker power: min 100 W
		Siren sound generator with at least 3 different tones
		Microphone
		Control panel located in an area accessible to the driver and front
		passenger
		Item 2
1	Туре	Foldable table and a multipurpose cupboard/box integrating a
		portable cooling box (Annex 1, drawing 1-1)
	No 1 – Foldable table	- with one/two foldable legs,
		- mounted on the left side wall,
		- support loads of at least 15 kg,
		- table top shall be made of weather resistant material,
		- dimensions of the table top (WxDxH): 60 cm x 75 cm x 2 cm.
	No 2 – cupboard with	Dimensions of the cupboard (WxDxH): 40.5 cm x 55 cm x 45 cm.
upholstered fold-away		The cupboard will store a portable cooling box (see below). The
	top, to be used as a stool.	cupboard shall be provided with anti-slip matting, ventilation holes
		and horizontal adjustable securing strap to immobilize the cooling
	Daytalala aa aliyay laay	box.
	Portable cooling box	- Thermoelectric (Peltier effect);
		- Heating/cooling functionality;
		- LED display;
		- Fold-away handle;
		- Input voltage – 12 volts DC/ 220-240 volts AC;
		- Energy class – A;
		- Capacity (liters) – 12-15 liters;
_	+-	- Temperature range: at least -20°C/+ 50°C.
2	Type	Rearward looking shelving system (Annex 1, drawing 2-2)
	No 3 – Through-wall	Dimensions of the sotrage compartment (WxDxH): 56 cm x 80 cm x 10
	storage compartment	cm), containing a sliding shelf (dimensions (WxDxH): 75 cm x 54 cm x 2.5 cm):
		- mounted on ball bearing slides (or other similar technical solution),
		- supporting loads of at least 30 kg in stretched position,
	No. 4 stores	- made of weather resistent material.
	No 4 – storage	Dimensions of the compartment (WxDxH): 48 cm x 40 cm x 20 cm Storage compartments shall be secured with adjustable vertical
	compartment for crime scene kits	securing straps (at least 5 cm width) – one strap for each cluster of
	SCELLE KITS	compartments (as depicted in Annex 1).
	No 5, 6, 7, 8, 9, 10, 13, 14,	Dimension of the shelves (WxDxH): 48 cm x 40 cm x 17 cm. These
	15, 16, 17 – storage	shelves shall have a 5 degrees incline towards the partition wall.
	compartments for crime	site tes sital have a s degrees membe towards the partition wall.
	1	

	scene kits				
	No 11, 12 – Storage compartments for crime scene kits	Dimensions of the shelves (WxDxH): 48 cm x 40 cm x 19 cm. These shelves shall have a 5 degrees incline towards the partition wall.			
	No 18 – Compartment to store a portable generator	Dimensions of the compartment (WxDxH): 70 cm x 40 cm x 47 cm.			
	No 19 – Storage compartment	Dimensions of the storage compartment (WxDxH): 22 cm x 24 cm x 29 cm. These shelf shall have a 5 degrees incline towards the partition wall			
	No 20, 21, 22 – Storage compartment	Dimensions of the storage compartment (WxDxH): 22 cm x 24 cm x 25 cm. These shelves shall have a 5 degrees incline towards the partition wall.			
Storage compartments from 4 to 11, from 12 to 17 and from 19 to 22 sha adjustable vertical securing straps (at least 5 cm width) – one strap from compartments (as depicted in Annex 1).		ng straps (at least 5 cm width) – one strap for each cluster of lin Annex 1).			
	The shelves/compartments	shall bear loads of at least 20 kg.			
3	Туре	Forward looking shelving system (Annex 1, drawing 3-3)			
	No 23 – Stainless steel	Integrated into a cabinet with door, accommodating two 10l water			
	sink with tap and outflow				
	pipe	dimensions (WxDxH): 40 cm x 40 cm x 20 cm.			
		Cabinet dimensions (WxDxH): 40 cm x 40 cm x 75 cm.			
No 24 – Shelf Dimenisons of the she		Dimenisons of the shelf (WxDxH): 30 cm x 40 cm x 47 cm.			
		With one vertical adjustable securing strap (at least 5 cm width)			
	No 25 – Shelf	Shelf with a 7 cm lip and three (two vertical and one horizontal) adjustable securing straps (at least 5 cm width) – Dimensions (WxDxH): 48 cm x 40 cm x 37 cm.			
	No 26 – Shelf	Shelf with a 7 cm lip and three vertical adjustable securing straps (at least 5 cm width) – Dimenisons (WxDxH): 78 cm x 40 cm x 40 cm.			
	No 27 – Shelf	Shelf with a 7 cm lip and three vertical adjustable securing straps (at least 5 cm width) – Dimenisons (WxDxH): 78 cm x 40 cm x 35 cm.			
	No 28 – Shelf	Shelf with a 7 cm lip and flexible securing net – Dimenisons (WxDxH): full width of van interior x 40 cm x from the top of shelf 5 till the roof of the van.			
	No 29 – Empty space over				
	the sink				
	No 30 – Cover panel	Dimensions of cover panel (WxH): 56 cm x 10 cm).			
1		shall bear loads of at least 40 kg.			

Annex 1



Section 3b: Related Services

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

Delivery Term [INCOTERMS 2010]	□ FCA	□ СРТ	□ CIP	⊠ DAP
Exact Address of Delivery/Installation Location	Republic of M	Ioldova, Chisir	nau, Tiraspol Str.	Nr. 11
Mode of Transport Preferred	☐ AIR	⊠SEA	$\boxtimes LAND$	⊠OTHER
Delivery Date		0 calendar day	s after receipt of	f Purchase Order
Customs, if needed, clearing shall be done by:	□UNDP	⊠S	upplier	☐ Freight Forwarder
Inspection upon delivery			ood functioning	
Technical Support Requirements			required to ensu	ure availability of spare parts
		of recommer services requi		nt parts and scheduled km of operation of the
Payment Terms	as specified a Max of 209	nd receipt of i % upon issuan	nvoice ce of PO and the	rest within 30 days from and receipt of invoice
Conditions for Release of Payment	· -	•		ull compliance with ITB
After-sale services required		00,000km (One		m period of 2 years (24 sand Kilometers) whichever
All documentations, including catalogs, instructions and operating manuals, shall be in this language	⊠ English	☐ French	⊠ Others: R	omanian, Russian

Section 4: Bid Submission Form³

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

[insert: Location] [insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated [insert Bid date]. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

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

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

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

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

We remain,	
Yours sincerely,	
Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm: Contact Details:	
[Please mark this letter w	ith your corporate seal, if available]

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

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

Bidder Information Form⁴

Date: [insert date (as day, month and year) of Bid Submission]
ITB No.: [insert number of bidding process]

Page _____ of ____ pages

1. Bidder's Legal Name: [insert Bid	der's legal name]	
2. In case of Joint Venture (JV), lega	I name of each party: [insert legal no	ame of each party in JV]
3. Actual or intended Country/ies of	f Registration/Operation: [insert act	ual or intended Country of Registration]
4. Year of Registration in its Location	n: [insert Bidder's year of registratio	n]
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of registration]	of Registration/Operation: [insert Bio	lder's legal address in country of
9. Value and Description of Top two	(2) Biggest Contract for the past tw	o (2) years
10. Latest Credit Rating (Score and	Source, if any)	
11. Brief description of litigation his outcomes, if already resolved.	tory (disputes, arbitration, claims, e	tc.), indicating current status and
12. Bidder's Authorized Representa	tive Information	
Name: [insert Authorized Repres	entative's namel	
Address: [insert Authorized Repr		
Telephone/Fax numbers: [insert	Authorized Representative's telepho	ne/fax numbers]
Email Address: [insert Authorized	d Representative's email address]	
13. Are you in the UNPD List 1267.	1989 or UN Ineligibility List? YES	or □ NO
14. Attached are copies of original	documents of:	
☐ All eligibility document requiren	nents listed in the Data Sheet	
	• •	anding/Agreement or Letter of Intent to
form a JV/Consortium, or Registrat		
· · · · · · · · · · · · · · · · · · ·		d entity, documents establishing legal
and financial autonomy and compli	ance with commercial law.	

⁴ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁵

Date: [insert date (as day, month and year) of Bid Submission]
ITB No.: [insert number of bidding process]

		Page of p
1. Bidder's Legal Name: [insert Bidd	er's legal name]	
2. JV's Party legal name: [insert JV's	Party legal name]	
3. JV's Party Country of Registration	n: [insert JV's Party country of regist	tration]
4. Year of Registration: [insert Party	's year of registration]	
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of registration]	Registration/Operation: [insert Par	ty's legal address in country of
9. Value and Description of Top two	(2) Biggest Contract for the past two	o (2) years
10. Latest Credit Rating (if any)		
11. Brief description of litigation hist outcomes, if already resolved.	ory (disputes, arbitration, claims, et	c.), indicating current status and
13. JV's Party Authorized Represent	ative Information	
Name: [insert name of JV's Party au Address: [insert address of JV's Part Telephone/Fax numbers: [insert tel Email Address: [insert email address	y authorized representative] ephone/fax numbers of JV's Party a	-
14. Attached are copies of original of		
☐ All eligibility document requiremed Articles of Incorporation or Regis		
·		nd financial autonomy and compliance

⁵ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Bid Form⁶

Name of Bidding Organization / Firm: Country of Registration: Name of Contact Person for this Bid: Address: Phone / Fax: Email:

INSERT TITLE OF THE ITB

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

- 1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.
- <u>1.2. Financial Capacity:</u> Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.
- 1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they

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 $^{^{6}}$ Technical Bids not submitted in this format may be rejected.

comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

- <u>2.2. Technical Quality Assurance Mechanisms</u>: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.
- <u>2.3.</u> Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.
- <u>2.4. Subcontracting</u>: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.
- <u>2.5. Risks / Mitigation Measures</u>: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.
- <u>2.6 Implementation Timelines:</u> The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.
- <u>2.8. Anti-Corruption Strategy (Optional)</u>: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.
- <u>2.9 Statement of Full Disclosure</u>: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.
- 2.10 Other: Any other comments or information regarding the bid and its implementation.

Technical Responsiveness Table

Bidders shall provide all the applicable data of the equipment offered, failing to do so may result in the bid being rejected. Corresponding documentation shall form part of the bidder's offer.

De	escription/Specification of Goods	Provided (Y/N) Remarks
Туре	Partially glazed crew van Crime scene van, used by the Police forensic unit	
Year of manufacture	2013 or 2014	
Body	Standard non-metallic white colour Metallic structure divided virtually into three compartments (cab, passenger compartment and load compartment) No bulkhead Powder coated metallic roof platform/deck: - mounted over the load compartment, - supporting at least 300 kg, - non-slip covering.	
Steering	Left-hand drive;Hydraulic power assisted steering;Adjustable steering wheel	
Engine		
Displacement	2500-3000 cm3	
Power	At least 160 HP at 3500-4000 rpm	
Туре	At least 4 cylinders	
Emission	EURO 5 or better	
standard		
Fuel type	Diesel	
	Fuel filter with water separator	
Tank capacity	At least 70 l	
Transmission	6-speed manual transmission; mechanically lockable differential for the rear axle 4 WD fulltime	
Doors and windows	 2 (two) doors in front (one for the driver, one for the passenger) with tinted windows; 1 (one) right side sliding door with sliding window (privacy glass); 1 (one) left side fixed glass window (privacy glass); 1 (one) rear winged windowless door, opening at least to 250°: with catches on right and left sides; exterior metallic ladder, anticorrosive finish, mounted on the rear door. Tinted windshield 	
Seating		
Number of seats	2 (two) single seats in front (driver and passenger) with angle-adjustable	

	armrests, adjustable head restraints and	
	adjustable seat cushion angle;	
	- 1 (one) rear row of seats (1 (one) foldable	
	seat on the right side and 2 (two)	
	passenger bench) with adjustable head	
	restraints.	
Upholstery	High resistant dark fabric	
	Air conditioner for driver and passenger	
	compartments	
l ' '	Non-slip rubber floor covering	
Dimensions		
	At least 3400 mm	
	Up to 6000 mm	
	Up to 2500 mm	
-	Up to 2800 mm	
	Up to 3500 kg	
weight	-12	
	At least 1400 kg	
	Up to 14 m	
	Alternator (14V/180 A)	
 	High capacity battery (95 Ah)	
L	Remote central locking	
	Electrically adjustable and heated side view	
	mirrors	
	Front and rear fog lamps	
	Parking aid system (front and rear)	
	Working lights in load/passenger	
	compartments with accessible switch	
l —	Interior door contact light over the rear door	
	Metric instrument cluster (including at least	
	speedometer, tachometer, odometer, fuel	
	gauge, seat belt warning light, clock, outside	
	temperature display)	
	Adaptive headlights with cornering function	
	- 2 (two) 12V sockets mounted on the right	
	and left sides of the rear part;	
	- 1 (one) triple socket mounted on the left	
	side wall behind the passenger seats.	
	Additional battery for auxiliary devices,	
	connected to alternator's charging circuit and	
	with indicator to monitor the functioning and	
	charge level of battery	
	Audio device with AM/FM radio tuner, USB	
	interface, speakers	
	No speed limiter	
	Electronic Stability Program (ESP)	
l —	Anti-lock Braking System (ABS)	
	Electronic Brake-force Distribution (EBD)	
Γ	Acceleration Skid Control (ASR)	
Γ	Brake Assist	
Γ	Three-point seat belts for all seats	
[Immobilizer	

	Front airbags (driver and passenger)	
	Engine and gearbox protection	
Suspension	Front – transverse leaf spring	
	Rear – parabolic leaf spring	
	Front and rear stabilizers	
	Front and rear mudflaps	
Accessories	First aid kit	
7.00000	Powder fire extinguisher: 5 kg, stored in the	
	rear compartment, with mounting devices	
	Powder fire extinguisher: 1 kg, stared in the	
	cab, with mounting devices	
	Car warning triangle	
	Full-size spare wheel	
	Full set of winter tyres	
	Hydraulic jack	
	Tool kit, supplied by the manufacturer	
	Road hazard lamp	
	2 (two) additional keys	
Electric car winch	Mounted on the front of the vehicle	
Electric car willen	Motor – 12V	
	Single line rated pull – 4000 kg	
	Wire rope length – at least 20 m	
	Gear train – 3 stage planetary gear	
Danier in contact	Corded remote control – min 3 m	
Power inverter	Mounted inside the van	
	Input voltage – 12 volts DC	
	Output voltage – 220-240 volts AC	
	Frequency – 50Hz	
	Power – at least 2000 W	
	Two shuko outlets	
TETRA Mobile	Mounted on the dashboard with necessary	
Radio	brackets for microphone	
	Compliant with standards:	
	- ETSI 300 392 TETRA V+D air interface;	
	- ETSI 300 394 TETRA V+D conformance	
	testing;	
	- ETSI 300 395 TETRA speech codec;	
	- ETSI 300 396 TETRA DMO;	
	- Dust and water protection – IP 54;	
	- Shock and vibrations - ETSI ETS 300 019;	
	- Humidity - ETSI ETS 300 019.	
	Voltage – 12 volts DC	
	Contacts list – at least 1000	
	Frequency bands (DMO/TMO): 380-400 MHz	
	RF channel bandwidth – 25 kHz	
	Transmit/receive separation – 10 MHz	
	Talk groups – at least 2000	
	DMO channels – at least 1000	
	Receiver class – A	
	RF Power: 10 W	
	Access method – TDMA	
	Operating temperature: -25°C/+55°C	

	Antenna mounted on van's body	
	Impedance – 50 ohm	
	VSWR - <1.5	
	Interfaces – USB, RS232	
	Configuration package:	
	- Cable for configuration via USB or RS232;	
	- Installation software;	
	 User`s manual/installation manual 	
	(including electronic versions).	
GPS	Simultaneous satellites – at least 8	
	GPS Antenna – integrated with RF Antenna	
	GPS bandwidth – 1,5-1,6 GHz	
	Sensitivity – at least -152dBm	
	Accuracy – at least 5m (50% probable), at least	
	10 m (95% probable)	
	Location protocol – at least ETSI LIP	
	Activated GPS license	
Police warning	Three module structure: two lateral modules	
light bar	with red and blue LED lights and a siren as the	
	central module	
	Waterproof carcass	
	Front "takedown" white lights	
	Side-facing "alley" white lights	
	2 (two) red and 2 (two) blue LED lights	
	mounted on the front of the vehicle, behind	
	the radiator grille	
	1 (one) red and 1 (one) blue LED lights	
	mounted on the roof over the rear door	
	Speaker power: min 100 W	
	Siren sound generator with at least 3 different	
	tones	
	Microphone	
	Control panel located in an area accessible to	
	the driver and front passenger	

Section 7: Price Schedule Form⁷

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable Items

No.	Deliverables	Expected Period of Delivery/Completion	Price per unit/set, USD, VAT 0%	Quantity	Total, USD, VAT 0%
1	Item 1: Crime scene van			3 units	
2	Recommended replacement parts and scheduled maintenance services required for 100,000 km of operation of the van (please provide breakdown below)	n/a		3 sets	
3	Item 2: Interior shelving and storage system			3 sets	
4	Delivery charges, including insurance				
5	Other costs, please indicate				
	Total				

B. **Cost Breakdown by Cost Component:**

The Bidders are requested to provide the cost breakdown for the maintenance services required for 100,000 km of operation of the van offered under Item 1, based on the following format.

Description of	Mileage when	List of	Cost of	Cost of related	Subtotal,
maintenance	service is	replacement	replacement	maintenance	USD
services	required, km	parts required	parts, USD	services, USD	
GRAND TOTAL PRICE					

-

⁷ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Section 8: FORM FOR BID SECURITY

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

To: UNDP

[insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [insert date], to deliver goods and execute related services for [indicate ITB title] (hereinafter called "the Bid"):

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

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bid;
- c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.35; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:		
Name of Bank:		
Address:		

Section 9: FORM FOR PERFORMANCE SECURITY⁸

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

To: UNDP

[insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. [insert contract no.] dated [insert date], to deliver the goods and execute related services [insert relevant text] (hereinafter called "the Contract"):

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date:		
Name of Bank:		
Address:		

If the ITB requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Bidder's Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee9

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

		_ [Bank's Name, and Address of Issuing Branch or Office]	
Benef	ficiary:	[Name and Address of UNDP]	
Date:			
ADVA	NCE PAYMENT GUARANTEE	No.:	
We h	ave been informed that [na	me of Company] (hereinafter called "the Contractor") has entered into	
Contr	act No. [reference number o	of the contract] dated [insert: date] with you, for the provision of [brief	
descri	iption of ITB requirements] (h	ereinafter called "the Contract").	
Furthe	ermore, we understand that,	, according to the conditions of the Contract, an advance payment in the	
	sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.		
	•	we [name of Bank] hereby irrevocably undertake to pay you any sum or	
	_	nount of [amount in words] ([amount in figures]) ¹⁰ upon receipt by us of a panied by a written statement stating that the Contractor is in breach of	
	_	ecause the Contractor has used the advance payment for purposes other	
	_	and related services under the Contract.	
It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number at			
	ed to above must have been end address of Bank].	en received by the Contractor on its account number at	
įnamė	c and address of banks.		
The n	naximum amount of this gu	arantee shall be progressively reduced by the amount of the advance	
	payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be		
	presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment		
	_	tractor has made full repayment of the amount of the advance payment,	
		2, 20 whichever is earlier. Consequently, any demand for payment ived by us at this office on or before that date.	
anacı	ting guarantee mast se rece	ived by as at this office on of before that date.	
This g	uarantee is subject to the Un	iform Rules for Demand Guarantees, ICC Publication No. 458.	
	[signature(s)]		
A1 = 4 :	All thatiational hours in Control		
Note:	from the final product.	icative purposes only to assist in preparing this form and shall be deleted	
	j. om me jmar product.		

⁹ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹⁰ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

Section 11: General Terms and Conditions for Goods

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 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.
- 2.2 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.
- 2.3 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.
- 2.4 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 Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 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

- 7.1 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.
- 7.2 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 licenses, 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:

- 9.1 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.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 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.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged 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 appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 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.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.