

**INVITATION TO BID- Revised**

**Supply, Delivery and Installation, Testing and commissioning of Solar Products for Solar Electrification in Sudan, & Photovoltaic Water Pumping Projects for UNDP Sudan on Long Term Agreement (LTA)**

**Event ID: 0000006135**

**ITB No.:** ITB/20/37

**Project:** Multiple Projects

**Country:** Sudan

**Issued on:** 6 December 2020

Contents

[Section 1. Letter of Invitation 4](#_Toc9861886)

[Section 2. Instruction to Bidders 6](#_Toc9861887)

[GENERAL PROVISIONS 6](#_Toc9861888)

[1. Introduction 6](#_Toc9861889)

[2. Fraud & Corruption, Gifts and Hospitality 6](#_Toc9861890)

[3. Eligibility 6](#_Toc9861891)

[4. Conflict of Interests 7](#_Toc9861892)

[B. PREPARATION OF BIDS 8](#_Toc9861893)

[5. General Considerations 8](#_Toc9861894)

[6. Cost of Preparation of Bid 8](#_Toc9861895)

[7. Language 8](#_Toc9861896)

[8. Documents Comprising the Bid 8](#_Toc9861897)

[9. Documents Establishing the Eligibility and Qualifications of the Bidder 8](#_Toc9861898)

[10. Technical Bid Format and Content 8](#_Toc9861899)

[11. Price Schedule 8](#_Toc9861900)

[12. Bid Security 9](#_Toc9861901)

[13. Currencies 9](#_Toc9861902)

[14. Joint Venture, Consortium or Association 9](#_Toc9861903)

[15. Only One Bid 10](#_Toc9861904)

[16. Bid Validity Period 10](#_Toc9861905)

[17. Extension of Bid Validity Period 11](#_Toc9861906)

[18. Clarification of Bid (from the Bidders) 11](#_Toc9861907)

[19. Amendment of Bids 11](#_Toc9861908)

[20. Alternative Bids 11](#_Toc9861909)

[21. Pre-Bid Conference 11](#_Toc9861910)

[C. SUBMISSION AND OPENING OF BIDS 12](#_Toc9861911)

[22. Submission 12](#_Toc9861912)

[Hard copy (manual) submission 12](#_Toc9861913)

[Email and e Tendering submissions 12](#_Toc9861914)

[23. Deadline for Submission of Bids and Late Bids 13](#_Toc9861915)

[24. Withdrawal, Substitution, and Modification of Bids 13](#_Toc9861916)

[25. Bid Opening 13](#_Toc9861917)

[D. EVALUATION OF BIDS 13](#_Toc9861918)

[26. Confidentiality 13](#_Toc9861919)

[27. Evaluation of Bids 14](#_Toc9861920)

[28. Preliminary Examination 14](#_Toc9861921)

[29. Evaluation of Eligibility and Qualification 14](#_Toc9861922)

[30. Evaluation of Technical Bid and prices 14](#_Toc9861923)

[31. Due diligence 14](#_Toc9861924)

[32. Clarification of Bids 15](#_Toc9861925)

[33. Responsiveness of Bid 15](#_Toc9861926)

[34. Nonconformities, Reparable Errors and Omissions 15](#_Toc9861927)

[E. AWARD OF CONTRACT 16](#_Toc9861928)

[35. Right to Accept, Reject, Any or All Bids 16](#_Toc9861929)

[36. Award Criteria 16](#_Toc9861930)

[37. Debriefing 16](#_Toc9861931)

[38. Right to Vary Requirements at the Time of Award 16](#_Toc9861932)

[39. Contract Signature 16](#_Toc9861933)

[40. Contract Type and General Terms and Conditions 16](#_Toc9861934)

[41. Performance Security 16](#_Toc9861935)

[42. Bank Guarantee for Advanced Payment 17](#_Toc9861936)

[43. Liquidated Damages 17](#_Toc9861937)

[44. Payment Provisions 17](#_Toc9861938)

[45. Vendor Protest 17](#_Toc9861939)

[46. Other Provisions 17](#_Toc9861940)

[Section 3. Bid Data Sheet 18](#_Toc9861941)

[Section 4. Evaluation Criteria 24](#_Toc9861942)

[Section 5a: Schedule of Requirements and Technical Specifications 27](#_Toc9861943)

[Section 5b: Other Related Requirements 27](#_Toc9861944)

[Section 6: Returnable Bidding Forms / Checklist 30](#_Toc9861945)

[Form A: Bid Submission Form 31](#_Toc9861946)

[Form B: Bidder Information Form 31](#_Toc9861947)

[Form C: Joint Venture/Consortium/Association Information Form 34](#_Toc9861948)

[Form D: Eligibility and Qualification Form 35](#_Toc9861949)

[Form E: Format of Technical Bid 37](#_Toc9861950)

[FORM F: Price Schedule Form 70](#_Toc9861951)

[FORM G: Form of Bid Security 70](#_Toc9861952)

# Section 1. Letter of Invitation

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

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

* Form A: Bid Submission Form
* Form B: Bidder Information Form
* Form C: Joint Venture/Consortium/Association Information Form
* Form D: Qualification Form
* Form E: Format of Technical Bid & Technical Compliance Sheet
* Form F: Price Schedule
* Form G: Form of Bid Security
* Form H: Form of Performance Security
* Form I: Form of Contract to be signed including General terms and conditions for Goods and Services

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

<https://etendering.partneragencies.org>

**Event ID: SDN10-0000006135**

UNDP also intends to organize a pre-bid conference on **18 November 2020** **at** **11:00 (Khartoum local time)**. The details are provided in “BDS No. 4 Section 3. Bid Data Sheet”.

If you need further information, please feel free to contact the following:

Focal Person in UNDP: Roweida Mohamed, Procurement Analyst

E-mail address: [roweida.mohamed@undp.org](mailto:roweida.mohamed@undp.org) and copying [ei.cho.nyunt@undp.org](mailto:ei.cho.nyunt@undp.org)

You may acknowledge receipt of this ITB utilize the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by: Approved by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Names: Roweida Mohamed  Title: Procurement Analyst  Date: November 12, 2020 | Name: Ei Cho Nyunt  Title: Head of Procurement  Date: November 12, 2020 |
|  |  |

# Section 2. Instruction to Bidders

|  |  |
| --- | --- |
| GENERAL PROVISIONS | |
| Introduction | * 1. Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>   2. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.   3. UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.   4. As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature. |
| Fraud & Corruption,  Gifts and Hospitality | * 1. UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP’s Anti-Fraud Policy can be found at <http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti>   2. Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.   3. In pursuance of this policy, UNDP:   (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.   * 1. All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <http://www.un.org/depts/ptd/pdf/conduct_english.pdf> |
| Eligibility | * 1. A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.   2. It is the Bidder’s responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP. |
| Conflict of Interests | * 1. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:   2. Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;   3. Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or   4. Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.   5. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.   6. Similarly, the Bidders must disclose in their Bid their knowledge of the following:   7. If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and   8. All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.   Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.   * 1. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. |
| PREPARATION OF BIDS | |
| General Considerations | * 1. In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.   2. The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly. |
| Cost of Preparation of Bid | * 1. The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | * 1. The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS. |
| Documents Comprising the Bid | * 1. The Bid shall comprise of the following documents and related forms which details are provided in the BDS:  1. Documents Establishing the Eligibility and Qualifications of the Bidder; 2. Technical Bid; 3. Price Schedule; 4. Bid Security, if required by BDS; 5. Any attachments and/or appendices to the Bid. |
| Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction. |
| Technical Bid Format and Content | * 1. The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.   2. Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder’s request and expense, unless otherwise specified.   3. When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.   4. When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB. |
| Price Schedule | * 1. The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.   2. Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. |
| Bid Security | * 1. A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.   2. The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.   3. If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.   4. In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.   5. The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:      1. If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;      2. In the event the successful Bidder fails:      3. to sign the Contract after UNDP has issued an award; or      4. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. |
| Currencies | * 1. All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:  1. UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and 2. In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above. |
| Joint Venture, Consortium or Association | * 1. If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.   2. After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.   3. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.   4. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.   5. A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:  1. Those that were undertaken together by the JV, Consortium or Association; and 2. Those that were undertaken by the individual entities of the JV, Consortium or Association.    1. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials    2. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only One Bid | * 1. The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.   2. Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:   3. they have at least one controlling partner, director or shareholder in common; or   4. any one of them receive or have received any direct or indirect subsidy from the other/s; or   5. they have the same legal representative for purposes of this ITB; or   6. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;   7. they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| Bid Validity Period | * 1. Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.   2. During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price. |
| Extension of Bid Validity Period | * 1. In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.   2. If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.   3. The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated. |
| Clarification of Bid (from the Bidders) | * 1. Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.   2. UNDP will provide the responses to clarifications through the method specified in the BDS.   3. UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary. |
| Amendment of Bids | * 1. At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.   2. If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids. |
| Alternative Bids | * 1. Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.   2. If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid” |
| Pre-Bid Conference | * 1. When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB. |
| SUBMISSION AND OPENING OF BIDS | |
| Submission | * 1. The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.   2. The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.   3. Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions. |
| Hard copy (manual) submission | * 1. Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:   a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.  (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:   1. Bear the name of the Bidder; 2. Be addressed to UNDP as specified in the BDS; and 3. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.   If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid. |
| Email and e Tendering submissions | * 1. Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:  1. Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS; 2. Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.    1. Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/> |
| Deadline for Submission of Bids and Late Bids | * 1. Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP.UNDP shall not consider any Bid that is received after the deadline for the submission of Bids. |
| Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.   2. Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as “WITHDRAWAL” “SUBSTITUTION,” or “MODIFICATION”   3. eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.   4. Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened. |
| Bid Opening | * 1. UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.   2. The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.   3. In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened. |
| EVALUATION OF BIDS | |
| Confidentiality | * 1. Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.   2. Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures. |
| Evaluation of Bids | * 1. UNDP will conduct the evaluation solely on the basis of the Bids received.   2. Evaluation of Bids shall be undertaken in the following steps:   3. Preliminary Examination including Eligibility   4. Arithmetical check and ranking of bidders who passed preliminary examination by price.   5. Qualification assessment (if pre-qualification was not done)   6. Evaluation of Technical Bids   7. Evaluation of prices   Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary |
| Preliminary Examination | * 1. UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage. |
| Evaluation of Eligibility and Qualification | * 1. Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).   2. In general terms, vendors that meet the following criteria may be considered qualified:   3. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list;   4. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,   5. They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;   6. They are able to comply fully with the UNDP General Terms and Conditions of Contract;   7. They do not have a consistent history of court/arbitral award decisions against the Bidder; and   8. They have a record of timely and satisfactory performance with their clients. |
| Evaluation of Technical Bid and prices | * 1. The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required. |
| Due diligence | * 1. UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:   2. Verification of accuracy, correctness and authenticity of information provided by the Bidder;   3. Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;   4. Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;   5. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;   6. Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;   7. Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of Bids | * 1. To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.   2. UNDP’s request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.   3. Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids. |
| Responsiveness of Bid | * 1. UNDP’s determination of a Bid’s responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.   2. If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| Nonconformities, Reparable Errors and Omissions | * 1. Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.   2. UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. For the bids that have passed the preliminary examination, UNDP shall check, and correct arithmetical errors as follows:  1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.    1. If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected. |
| AWARD OF CONTRACT | |
| Right to Accept, Reject, Any or All Bids | * 1. UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP’s action. UNDP shall not be obliged to award the contract to the lowest priced offer. |
| Award Criteria | * 1. Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification and has offered the lowest price. |
| Debriefing | * 1. In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder’s submission shall not be discussed. |
| Right to Vary Requirements at the Time of Award | * 1. At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| Contract Signature | * 1. Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids. |
| Contract Type and General Terms and Conditions | * 1. The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| Performance Security | * 1. A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at   <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective. |
| Bank Guarantee for Advanced Payment | * 1. Except when the interests of UNDP so require, it is UNDP’s standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at   <https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default> |
| Liquidated Damages | * 1. If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor’s delays or breach of its obligations as per Contract. |
| Payment Provisions | * 1. Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract. |
| Vendor Protest | * 1. UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html> |
| Other Provisions | * 1. In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.   2. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.   3. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer> |

# Section 3. Bid Data Sheet

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

|  |  |  |  |
| --- | --- | --- | --- |
| **BDS No.** | **Ref. to Section.2** | **Data** | **Specific Instructions / Requirements** |
| 1 | 7 | Language of the Bid | English |
| 2 |  | Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids) | **Allowed**  The requirements of this procurement notice (ITB) have been divided into 2 LOTS, respectively:   * **LOT I – PV Systems** * **LOT II – Solar Pumps**   **Bidders can elect to bid for either or both LOTS and should submit a complete BID for each LOT.** |
| 3 | 20 | Alternative Bids | Shall not be considered |
| 4 | 21 | Pre-Bid conference / Site Visit | **Will be Conducted**    **Date: November 18, 2020 11:00 AM (Khartoum local time)**  **Online Skype meeting**  Please use the link below to join the meeting:  <https://join.skype.com/dVykSae5jPPn> |
| 5 | 16 | Bid Validity Period | **90 days** |
| 6 | 13 | Bid Security | **Required**   * **For Lot (1): USD 10,000** OR equivalent amount of **SDG 550,000** * **For Lot (2): USD 10,000** OR equivalent amount of **SDG 550,000**   in the name of:  **“Resident Representative UNDP Sudan”**   * Bank Guarantee (See Section 8 for template) * Cashier’s Check / Certified Check from a reputable Bank   The original bid security must be hand delivered to UNDP Procurement office before the bid closing date, at:  United Nations Development Programme (UNDP)  House No. 7, Block No. 5, Gama’a Avenue, Khartoum, Sudan  Bidder Shall upload Scanned Copy of Bid Security as part of their Bid Submission  Note: **validity of bid security must be valid for 120 days (bid security with shorter validity will not be accepted)** |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will not be imposed  However, the delay in providing the service will affect the vendor performance rating |
| 9 | 40 | Performance Security | Not Required for PO/Contract below USD 100,000. However, in case of PO/Contract having total value of US$500,000 and above, Performance Security will be required for each Call-Off PO/Contract (equivalent to 10% of Call-Off PO/Contract) to ensure vendor commitment and avoid any delays; |
| 10 | 12 | Currency of Bid | United States Dollar and/or  Local Currency (SDG)   * Bank account in US$ is to be provided, if quoted in US$ * Option of currency selection is left at the discretion of bidder * Bidders are free to choose the currency of bid (USD or SDG). The currency of bid will be the currency of contract/PO and payment. It is up to the bidders to manage the cash withdrawal from their own bank.   Currency Conversion for Evaluation Purposes: The UN Rate of exchange applicable on the day of bid closure shall apply.  The submitted prices shall accommodate the expected currency fluctuation within the project/activity implementation period. The determining exchange rate shall be the UN Exchange Rate at the time of bid opening. |
| 11 | 31 | Deadline for submitting requests for clarifications/ questions | 7 days before the submission deadline |
| 12 | 31 | Contact Details for submitting clarifications/questions | Focal Person in UNDP: Roweida Mohamed , Procurement Analyst  E-mail address: [roweida.mohamed@undp.org](mailto:roweida.mohamed@undp.org) and copying [ei.cho.nyunt@undp.org](mailto:ei.cho.nyunt@undp.org)  Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers |
| 13 | 18, 19  and 21 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | Posted directly to eTendering  <https://etendering.partneragencies.org>  Event Number: SDN10-0000006135  Once uploaded, prospective bidder (i.e. bidder that have accepted the bid Invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the bidder to view the respective changes and clarifications in the system. |
| 14 | 23 | Deadline for Submission | **The time stated in e-Tendering system.**  **In case of any discrepancies on deadlines indicated, the one in e-Tendering system prevails.**  Please note that the bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.  Please try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist. |
| 14 | 22 | Allowable Manner of Submitting Bids | e-Tendering  **PLEASE NOTE: Bids submitted by courier/hand delivery or email will be rejected.** |
| 15 | 22 | Bid Submission Address | <https://etendering.partneragencies.org>  Event Number: SDN10-0000006135  ***Visit this page for system user guides and videos in different languages:***  [**http://www.undp.org/content/undp/en/home/operations/proc urement/business/procurement-notices/resources/**](https://eur03.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.undp.org%2Fcontent%2Fundp%2Fen%2Fhome%2Foperations%2Fprocurement%2Fbusiness%2Fprocurement-notices%2Fresources%2F&data=02%7C01%7Cluu.ngoc.diep%40undp.org%7Cc886f6ad375848040e0a08d720b21025%7Cb3e5db5e2944483799f57488ace54319%7C0%7C0%7C637013821514971973&sdata=dw3zZ211ybAmqej5AWnPe2m6uKsJ%2FsLHHKV0eumLHI4%3D&reserved=0)    If already registered, go to [**https://etendering.partneragencies.org**](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fetendering.partneragencies.org%2F&data=02%7C01%7Cluu.ngoc.diep%40undp.org%7Cc886f6ad375848040e0a08d720b21025%7Cb3e5db5e2944483799f57488ace54319%7C0%7C0%7C637013821514981972&sdata=n1e%2B35e%2FKamBnNDsVtoWZt%2B9vRIwYe7xR07Hyp0j%2BnE%3D&reserved=0) and sign in using your username and password. **Use “Forgotten password” link if you do not remember your password. Do not create a new profile.**    If you have never registered in the system before, you can register by visiting the link below and follow the instructions in the user guide (attached):  [**https://etendering.partneragencies.org**](https://etendering.partneragencies.org/)   * **Username:** event.guest * **Password:** why2change     **It is strongly recommended to create a username with two parts: your first name and last name separated by a “.”, (similar to the one shown above).** Once registered you will receive a valid password to the registered email address which you can use for signing in and changing your password.  ***Please note that your new password should meet the following criteria:***   * *Minimum 8 characters* * *At least one UPPERCASE LETTER* * *At least one lowercase letter* * *At least one number*   You can view and download tender documents with the guest account as per the above username and password. However, if you are interested to participate, you must register in the system and subscribe to this tender to be notified when amendments are made |
| 16 | 22 | Electronic submission (email or eTendering) requirements | In case a bidder opts to submit the offer through eTendering, the requirements for electronic files are as following:   * Format: PDF files (Preferred) * File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB. |
| 17 | 25 | Date, time and venue for the opening of bid | The bidders will receive an email once Bids are opened. |
| 18 | 27,  36 | Evaluation Method for the Award of Contract | Evaluation will be conducted for each Lot  Lowest priced technically responsive, eligible and qualified bid for each Lot.  In the price evaluation, only the total of the unit prices will be considered for each Lot. |
| 19 |  | Expected date for commencement of Contract | As soon as possible |
| 20 |  | Maximum expected duration of contract | Maximum five (5) years  The proposed LTA is for a period of 2-year contract from the date of commencement of Contract, with an extension option for additional 3 years (to be extended annually), but this is subject to the Contractor performance. |
| 21 | 35 | UNDP will award the contract to: | **more than 1 Bidder,** depending on the following factors:    **Award would be made to a maximum of the top three “lowest evaluated priced, technically responsive” bidders. In Multiple vendors LTAs, for each LTA, the Call-off order will be based on secondary competition.**   1. Request will be sent to the LTA holders with the requirements; 2. The LTA holders may quote the LTA or lower unit prices; and 3. Award will be made to the LTA holder offering the lowest total evaluated price for the entire requirements. |
| 22 | 39 | Type of Contract | Long Term Agreement (LTA)  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 23 | 39 | UNDP Contract Terms and Conditions that will apply | UNDP General Terms and Conditions for Contracts  <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html> |
| 24 |  | Other Information Related to the ITB | LTA will be owned by UNDP Sudan Country Office, whilst being used for providing services to other UN Agencies as well, upon agreement of UNDP. |

# Section 4. Evaluation Criteria

**Preliminary Examination Criteria**

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

* Appropriate signatures
* Power of Attorney
* Minimum Bid documents provided
* Bid Validity
* Bid Security submitted as per ITB requirements with compliant validity period

**Minimum Eligibility and Qualification Criteria**

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

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

|  |  |  |
| --- | --- | --- |
| **Subject**  **ELIGIBILITY** | **Criteria** | **Document Submission requirement** |
| **Legal Status** | Vendor is a legally registered entity. | Form B: Bidder Information Form |
| **Eligibility** | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | Form A: Bid Submission Form |
| **Conflict of Interest** | No conflicts of interest in accordance with ITB clause 4. | Form A: Bid Submission Form |
| **Bankruptcy** | Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Bid Submission Form |
| **Certificates and Licenses** | * Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer * Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country * Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder * Export/Import Licenses, if applicable | Form B: Bidder Information Form |
| **QUALIFICATION** |  |  |
| **Minimum Qualification** | Minimum **five (5) years** of operational experience and registered as a manufacturer/supplier of solar PV systems | Form D: Qualification Form |
| Minimum three (3) contracts of similar nature and complexity not less than **USD 200,000** each implemented over the last 5 years.  **(For JV/Consortium/Association, all Parties cumulatively should meet requirement).** | Form D: Qualification Form |
| **Local Authorised Dealer** | In case a bidder is a foreign bidder, it is required that the vendor shall have a local authorized dealer fully equipped with service facilities and competent manpower for installation, testing, commissioning and maintenance of the supplied solar PV systems. The offer from the vendor without local authorized dealer for maintenance support will not be considered. Complete address of the authorized dealer in Sudan. |  |
| **History of Non-Performing Contracts[[1]](#footnote-2)** | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| **Litigation History** | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |
| **Previous Experience** | List and value of projects performed for the last **5 (five)** years, plus client’s contact details who may be contacted for further information on those contracts | Form D: Qualification Form |
| Statement of Satisfactory Performance from the **three** **(3)** Clients in terms of Contract Value for similar projects completed within last **5 years** | Form D: Qualification Form |
| **Financial Standing** | * **For lot (1) Minimum average turnover of US$ 1,000,000 in the last 3 years (2017, 2018 and 2019);** * **For lot (2) Minimum average annual turnover of US$ 1,500,000 in the last 3 years (2017, 2018 and 2019)** * **For lot (3) Minimum average turnover of US$ 20,000 in the last 3 years (2017, 2018 and 2019)** * **For lot (4) Minimum average turnover of US$ 20,000 in the last 3 years (2017, 2018 and 2019)**   *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form D: Qualification Form |
| Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.   * *(For JV/Consortium/Association, all* **Parties** *cumulatively should meet requirement).* | Form D: Qualification Form |
| **Liquidity** | Current Ratio must be 1 or above (taken from current assets and current liability) The bidder who has financial problem should be excluded. | Form D: Qualification Form |
| **Technical Evaluation** | The technical bids **for each lot shall be evaluated separately** on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.  For each lot, the Lowest priced offer of technically qualified/ responsive Bid with acceptable delivery terms will be awarded the contract. | Form E: Technical Bid Form and Table incorporated in Section 5a |
| **Aviability of Spare Parts** | Confirmation of availability of local after-sale services within warranty period specified for each component item. | Form E: Format of Technical Bid |
| **Warranty** | Conformity to Warranty on equipment offered for a minimum period as provided in specification requirements.  Conformity to the warranty on the workmanship on the installation work as specified in specification requirement | Form E: Format of Technical Bid |
| **Key Personnel for Installation** | **Qualification of Key Personnel Proposed for this Project**  **Project Manager:**   * Master’s Degree in relevant field (engineering, science, economics, business, finance) * Minimum 5 years of professional experience in managing and delivering the project of renewable energy, preferably in solar PV systems. * Renewable energy technology expertise,   **Installation Supervisor:**   * Bachelor’s Degree or Diploma in electrical engineering. * Minimum 5 years of professional experience in supervising and quality controlling in installation of solar PV systems (Bachelor’s Degree holder). * Minimum of 7 years of professional experience in supervising and quality controlling in installation of solar PV systems (Diploma holder);   Renewable energy technology expertise | Form E: Format of Technical Bid |
| **Financial Evaluation** | Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.  Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)  Comparison with budget/internal estimates. | Form F: Price Schedule Form |

# Section 5a: Technical Specifications and Schedule of the Requirements

**Please refer to the following documents attached with this ITB:**

**Lot (1): Technical Specifications for Range of Solar Products for Solar Electrification in Sudan- attached as Annex (A)**

**Lot (2): Technical Specifications of the Solar Water Pumping System- - attached as Annex (B)**

**Lot (3): Technical Specifications of the Solar Lanterns for Emergency Response - attached as Annex (C)**

**Lot (4): Technical Specifications of the Solar Lanterns for Emergency Response - attached as Annex (D)**

# Section 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

|  |  |
| --- | --- |
| Delivery Term [INCOTERMS 2010] | DAP |
| Exact Address of Delivery/Installation Location | As per the request in:   * **Khartoum State**   Note: The prices received in this stage of bidding shall be DAP Khartoum State.  **In secondary competition among LTA holders, the prices obtained for supply and installation will be the celling as stated in this stage and LTA holders shall offer competitive prices for delivery to other locations in Sudan.** |
| Mode of Transport Preferred | Other: Up to the supplier to decide |
| UNDP Preferred Freight Forwarder,  if any | NA |
| Distribution of shipping documents  *(if using freight forwarder)* | NA |
| Customs, if required, clearing shall be done by: | Supplier |
| Ex-factory / Pre-shipment inspection | NA |
| Inspection upon delivery | ☒ The UNDP shall inspect the equipment on receipt at destination. ☒ In case the goods fully comply with the contract specifications, UNDP shall issue the Delivery and Acceptance Certificate, which will be the ground for payment upon delivery of equipment. ☒ In case the goods do not fully comply with the contract specifications, the goods will not be accepted and received by UNDP. ☒ If the equipment fails to meet the contract specifications, the Supplier shall take immediate steps to remedy the deficiency or replace the entire defective equipment at their own cost to the specified specification. |
| Installation Requirements | ☒ The Supplier shall carry out installation in accordance with specifications provided and further make sure that supervision of installation of equipment is appropriately conducted to ensure quality of the installation meets the specified specifications; ☒ The UNDP shall not be responsible for any costs and other needs of the Supplier’s staff, i.e. accommodation, food, transportation and travel, fuel, insurance, daily allowance and expenses, etc. (if any). The Supplier shall include such and related costs (salary and overhead) costs into the bid price, if any). |
| Testing Requirements | Yes, by the supplier |
| Scope of Training on Operation and Maintenance | Yes, by the supplier |
| Commissioning | Yes, by the supplier |
| Warranty Period | for individual component should have warranty as specified in section 5a (technical specifications), and 12 months for the entire system, |
| Local Service Support | In case a bidder in a foreign bidder, it is required that the vendor shall have a local authorized dealer fully equipped with service facilities and competent manpower for installation, testing, commissioning and maintenance of the supplied diesel generator. The offer from the vendor without local authorized dealer for maintenance support will not be considered. Complete address of the authorized dealer in Sudan. |
| Technical Support Requirements | Yes, by supplier |
| After-sale services Requirements | Warranty on Parts and Labor for minimum period of as mentioned in the technical Specifications of this ITB  Technical Support  Provision of Service Unit when pulled out for maintenance /repair  Others *[pls. specify]* |
| Payment Terms  *(max. advanced payment is 20% as per UNDP policy)* | 95% within 30 days upon UNDP’s acceptance of the goods delivered as specified and receipt of invoice 5% Retention money ( details will be provided to the successful LTA holders at the time of placing POs. |
| Conditions for Release of Payment | Inspection upon arrival at destination  Installation  Testing  Training on Operation and Maintenance  Written Acceptance of Goods based on full compliance with ITB requirements |
| All documentations, including catalogues, instructions and operating manuals, shall be in this language | English and/or Arabic |

# Section 6: Returnable Bidding Forms / Checklist

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

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

**Technical Bid:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Bidding Forms?** |  |
| * Form A: Bid Submission Form **(Mandatory)** |  |
| * Form B: Bidder Information Form |  |
| * Form C: Joint Venture/Consortium/ Association Information Form if applicable **(Mandatory if applicable)** |  |
| * Form D: Qualification Form **(Mandatory)** |  |
| * Form E: Format of **Technical Bid & Technical Compliance Sheet (Mandatory)** |  |
| * From G: Form of Bid Security **(Mandatory)** |  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** |  |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form F: Price Schedule Form **(Mandatory)** |  |

# Form A: Bid Submission Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: |  | | |

We, the undersigned, offer to supply the goods and related services required for “**Supply, Delivery and Installation , Testing and Commissioning of Solar Products for Solar Electrification in Sudan and Photovoltaic Water Pumps on Long Term Agreement (LTA)”**

in accordance with your Invitation to Bid No. **ITB/20/37** and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule. **(Insert Lot #)**

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

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

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

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

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

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

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

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

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

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

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

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

Stamp with official stamp of the Bidder

# Form B: Bidder Information Form

|  |  |
| --- | --- |
| **Legal name of Bidder** | [Complete] |
| **Legal address** | [Complete] |
| **Year of registration** | [Complete] |
| **Bidder’s Authorized Representative Information** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Are you a UNGM registered vendor?** | Yes  No If yes, [insert UGNM vendor number] |
| **Are you a UNDP vendor?** | Yes  No If yes, [insert UNDP vendor number] |
| **Countries of operation** | [Complete] |
| **No. of full-time employees** | [Complete] |
| **Quality Assurance Certification (e.g. ISO 9000 or Equivalent)** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment?** *(If yes, provide a Copy of the valid Certificate):* | [Complete] |
| **Does your Company have a written Statement of its Environmental Policy?** *(If yes, provide a Copy)* | [Complete] |
| **Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues** | [Complete] |
| **Is your company a member of the UN Global Compact** | [Complete] |
| **Contact person that UNDP may contact for requests for clarifications during Bid evaluation** | Name and Title: [Complete]  Telephone numbers: [Complete]  Email: [Complete] |
| **Please attach the following documents:** | * Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured * Certificate of Incorporation/ Business Registration * License/ permit obtained from the Government of Sudan to operate in the country (It is a MUST for International Bidders, in case JV and one partner being from Sudan it is not necessary * Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. * Export Licenses, if applicable * Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country; * Specification of all offered equipment and materials (technical data sheets for all equipment and materials which the company plans to supply, catalogues, technical specifications, attests and certificates); * Certificate of Dealership/authorized distributor; * Contracts and/or Purchase Orders with Clients’. * List of all PO/Contracts for Supply of Solar Products being implemented in the last 5 years with the contract value and client names. * Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past 3 years; * Statement of Satisfactory Performance from the Top [2] Clients in terms of Contract Value in the past [5 years] * All information regarding any past and current litigation during the last 3 (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. * Form A: Bid Submission Form * Form B: Bidder Information Form * Form C: Joint Venture/Consortium/ Association Information Form * Form D: Qualification Form * Form E: Format of Technical Bid (including Implementation plan and Technical compliance sheet) * Form F: Price Schedule Form * Bid Security |

# Form C: Joint Venture/Consortium/Association Information Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | ITB/ | | |

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed** |
| 1 | [Complete] | [Complete] |
| 2 | [Complete] | [Complete] |
| 3 | [Complete] | [Complete] |

|  |  |
| --- | --- |
| **Name of leading partner**  (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution) | [Complete] |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture ***OR***  JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Form D: Eligibility and Qualification Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | ITB/20/37 | | |

If JV/Consortium/Association, to be completed by each partner.

**History of Non- Performing Contracts**

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

**Litigation History** (including pending litigation)

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

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

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

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

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

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

**Financial Standing**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information**  (in US$ equivalent) | **Historic information for the last 3 years** | | |
|  | **2017** | **2018** | **2019** |
|  | *Information from Balance Sheet* | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* | | |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit |  |  |  |
| Current Ratio |  |  |  |

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

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

# Form E: Format of Technical Bid

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: | ITB/20/37 | | |

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

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

* 1. General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
  2. Relevance of specialized knowledge and experience on similar engagements done in the region/country.
  3. Quality assurance procedures and risk mitigation measures.
  4. Organization’s commitment to sustainability.

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

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

Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see table in Technical Compliance Sheet below):

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

* 1. A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
  2. Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
  3. The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms.
  4. Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
  5. Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

**SECTION 3: Management Structure and Key Personnel**

* 1. **Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.**
  2. **Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.**

**Technical Compliance Sheet**

**ITB/19/037**

**Goods and services to be Supplied and**

**Technical Specifications**

\*Please provide brand name and model if item offered is **compliant**, if no, please provide explanation in the last column (Reasons)

**Important Note: The selected vendor/s make sure that all imported solar item into Sudan has to be certified by Sudanese Standards and Meteorology Organization (SSMO)”**

**Lot (1): Technical Specifications for Range of Solar Products for Solar Electrification in Sudan**

| **Compliance with technical specifications** | **Bidder’s Agreement to Comply Spec (Yes/No)** | **Reasons for Deviation** | **Details of Offered Goods (brand name and model)** | **Source/ Manufacturer** | **Country of Origin** | **Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached)** |
| --- | --- | --- | --- | --- | --- | --- |
| **Item Description** |
| 1. **Photovoltaic Module**  * Mono or Poly Crystalline Silicon solar cells should be used in the solar module that are used for Solar Photovoltaic systems. * Solar Photovoltaic module must be certified by a Certifying Body Testing Laboratory (CBTL) or National Certifying Body (NCB) enlisted in the IECEE website and it have the scope for PV testing. * Solar Photovoltaic Modules shall have certificate as per IEC 61215-1-1:2016 – (Special requirements for testing of crystalline silicon photovoltaic (PV) modules) specifications. * The range of products of Solar PV modules should be provided with its rating from 10 Wp to 200 Wp that are suitable for various applications. The PV modules shall be suitable for use for 12 V systems. * The module efficiency of the crystalline PV modules should be minimum 12% for output upto 100 Wp and 14% for output of more than 100 Wp. * Deviation of maximum power from the nominal values stated by the manufacturer shall be within -5% and +20% at STC. * The terminal box on the module should have a provision for "Opening" for replacing the cable, if required. * Module Junction should have protection class of IP65, module connector MC4 with 4 mm2 cable with a length of 70% of module length. * Solar Photovoltaic module must be labeled permanently indicating at a minimum: Manufacturer, Model Number, Serial Number, Maximum Power Point Watt Rating (Wp tolerance), Maximum Power Point Current, Maximum Power Point Voltage, Open Circuit Voltage and Short Circuit Current. * The module framing should be such that it permits secure connection to the mounting structure, prevents edge damage and has the longevity to withstand environmental factors for the duration of the module warranty period. Modules frame minimum dimensions (35 x 35 mm and 1.7 mm) * The PV modules must be warranted to retain at least 90 % of its rated wattage measured at STC for 10 years and 80% of the rated wattage at 20 years. * The supplier is required to provide for each PV Module offered the following data: Equipment Origin, Type of Certification, I-V Curves, temperature coefficient, Dimensions, Warranty, any certificates for solar panels |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Deep Cycle Solar Battery**  * Battery test certificate to be provided according to relevant PV GAP, IEC 60896 (For lead Acid Batteries-GEL or Flooded type) or IEC61427 from the principle manufacturer stating the quality assurance and testing methods used for describing its technical specifications. * Battery for the solar photovoltaic systems should be deep cycle type and could be tubular flooded lead acid battery, Valve Regulated Lead Acid Battery (Gel or other electrolyte type) tubular plate or Lithium Ion (LI) Battery. * The operational life cycle life of lead acid battery must be at least 3000 cycles at 20% Depth of Discharge (DOD) and 1500 cycles at 70% DOD. * Flooded type of battery should have electrolyte level indicator to alert addition of distilled water to the battery. * The battery should have higher specific energy density and excellent high rate discharge characteristics. * Battery charging instruction should be provided along with the specifications. * The maximum permissible Self Discharge should not exceed 5% per month of rated capacity at 250C. * The supplier is required to provide for each Battery offered the following data:   + The battery must be labeled indicating at minimum Manufacturer, Model Number, Voltage and Capacity.   + Type of the battery   + Battery Nominal Voltage   + Battery Capacity Ah@C10   + Life cycle   + Battery performance versus Temperature   + Warranty should be provided minimum for 3 years. * The battery should at least provide 2 days of autonomy to be used in the system. * The supplier should quote different capacity batteries in the range that are suitable in the system. The capacity of the battery ranges from 20 Ah to 200 Ah. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Charge Controllers**  * The charge controller must operate either with Pulse Width Modulation (PWM) or Maximum Power Point Tracking (MPPT) principles. Charge controllers with electro-mechanical relays are not accepted * Charge controllers must be supplied with charge and discharge voltage set points (adjustable), which match the battery requirements to ensure adequate protection and cycling. * The charge controller must ensure safe and reliable operation in the temperature range 5 – 500C. * Self-consumption must be below 10mA. * Connection terminals must easily admit cables of 6mm2 minimum. * Charge controller housing must offer a protection at least IP22. And that used for street light should be IP68. * The charge controller should withstand the rated current from the PV module to the battery and battery to the load. * Charge controller must offer at least signs for Charging Mode, battery state of charge and load disconnect. * Charge controller must be labeled indicating at minimum Manufacturer, model number, voltage & current ratings. * Circuit Protection:   + Battery overcharge and excessive water loss.   + Battery undercharge and excessive deep discharge.   + Circuit protection against short circuit of any load.   + Circuit protection against reverse polarity of any load.   + Circuit protection against reverse polarity of module or battery.   + Circuit protection against damage by the high PV open circuit voltage when it is connected to the controller without battery. * The supplier is required to provide for each Charge Controller offered the following data:   + The charge controller must be labeled indicating at minimum manufacturer, Model Number, Voltage, PV and Load Currents.   + Type of the controller (Series/Shunt, etc.)   + Operating Voltage(s)/ PV and Load Currents.   + Indicators, Battery Sensor.   + Warranty * The supplier should quote different capacity charge controller in the range that are suitable in the system. The current range for charge controller should be provided between 3 A to 15 A. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Inverters**  * Pure sign wave output of AC with 230 V and 50 Hz. * Inverters should be labeled indicating minimum Manufacturer, Model Number, Power Rating, Voltages and Frequency. * Total Harmonic Distortion (THD) should be < 5% * The inverter should have protection against Reverse Polarity, AC Short Circuit, AC Overload, High Voltage Disconnect, Low Battery Disconnect and High Temperature Disconnect. * Indictors with main, charging, inverter ON, Short Circuit and Overload should be incorporated in its design. * The supplier is required to provide full specifications for each DC/AC Inverter offered with the following information:   + System rating (W/VA)   + Input Voltage (DC)   + Output Voltage (AC)   + Output Frequency and Waveform   + Warranty |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **LED Lamps**  * LED Lamps should have a nominal voltage of 12/24 VDC * LED Lamps must ensure safe and reliable operation in the temperature range -5C0 to 50 C0. * Minimum Lumen efficacy for the LED lamp should be 75lumen/W. * LED Lamps should be marked with Manufacturer name, model, rated voltage and Watt. * Performance guarantee should cover 3 Years with operational life of the lamp to be at least 30000 hours. * Integrative design for heat sink and housing; The LED is closely connected to the surface. * The heat from LED is removed through the heat dissipation wing and also by the air ventilation. * The die-casting aluminum alloy housing is effective in waterproofing and dust prevention. * It also helps in removing the heat properly. The surface of the light is specially treated, so it is able to bear an ultraviolet ray and resist to corrosion. The whole light meets the standard of IP65 * No ill-glare; no abrupt and frequent flashes. The design ensures that bad glare is eliminated, vision fatigue and disturbance aroused by traditional * No delay start; no waiting. It can reach its normal light as soon as it is turned on. * Environment friendly. Does not have lead, hydrargyrum, and any other * Contamination. No pollution to the air. * Provide high reliability connection of the solar panel, battery and charge controller. * For AC LED lamps, an LED driver is used to rectify higher voltage, alternating current to low voltage, direct current.   **LED General Properties:**   * The luminaries should use white LEDs. The colour temperature of white LEDs should be in the range of 5500o K – 6500oK. Use of LEDs which emit ultraviolet light will not permitted. * The light output from the white LED light source should be constant throughout the operation of the lights. * The lamps should be housed in an assembly suitable for indoor use with an appropriate heat sink to dissipate the heat generated by LEDs during operation. The temperature of LED should not increase more than 10° above room temperature. This condition should be complied for 5 hours of operation of the lamp at a stretch while battery operating at any voltage between the loads disconnect and the charge regulation set point. * The luminaries must use the optics and diffuser in order to have uniform and glaze free light. * The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of white LEDs used in the lighting system must be furnished along with the system. * All Luminaries should have a built in ON/OFF switch and fuse. * Following information on LED lamps must be provided, including but not limited:   + Bulb catalog with full specifications and manufacturer's name.   + Light bulb power consumption for nominal voltage current   + Voltage, Frequency and current of the bulb.   + Flood light of the bulb in lumens   + The entire life of the bulb is estimated by hours.   + power factor of the bulb |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Module Support Structure:**  * Module support structure should be corrosion resistant (galvanized or rustproof painted steel or aluminum) and electrolytically compatible with that of module framing material, fasteners, bolts and nuts. Module support structure design should be flexible in such a way that it allows proper orientation and system expansion. In Sudan, roof mounting is preferable, as possible and structures should firmly be attached to roof beams. Doing so, a clearance of at least 10 cm should be kept between modules and the roof to allow proper ventilation/cooling. Pole mounted structures should be secured by guy wires to increase rigidity. In all installations, modules accessibility should be considered. The tilt angle is around the latitude angle at the given location. * The minimum requirement for support structure is as follows: * 1. For one or two PV panels iron angle of 1 ½× 1½ inch, 3 mm thickness. * All metallic frame structure (dully pre-treated with corrosion resistance paint) to be fixed on the roof of the house to hold the SPV module. The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle.   Module support structure should be corrosion resistant (galvanized or rustproof painted steel or aluminum) and electrolytically compatible with that of module framing material, fasteners, bolts and nuts. Module support structure design should be flexible in such a way that it allows proper orientation and system expansion. In Sudan, roof mounting is preferable, as possible and structures should firmly be attached to roof beams. Doing so, a clearance of at least 10 cm should be kept between modules and the roof to allow proper ventilation/cooling. Pole mounted structures should be secured by guy wires to increase rigidity. In all installations, modules accessibility should be considered. The tilt angle is around the latitude angle at the given location.  The minimum requirement for support structure is as follows:  For one or two PV panels iron angle of 1 ½× 1½ inch, 3 mm thickness.  All metallic frame structure (dully pre-treated with corrosion resistance paint) to be fixed on the roof of the house to hold the SPV module. The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Balance of Systems (BOS)**   The supplier should list all required equipment and accessories like cable, cable tray, switches, junction box and other accessories for particular application along with the major components. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Installation, testing and commissioning**  * Separate quote for the installation, testing and commissioning of the individual solar photovoltaic systems should be provided. * List of spare parts shall be specified. * The bidder should have clear plans to provide after sales service after its installation and preferably local representative in Sudan to provide after sales service and maintenance if required during its operation. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| **Specific Requirement for Solar Street Light** |  |  |  |  |  |  |
| 1. **Street lighting**  * Total length of pole: 5 m and 7 m * Thickness 2.5 mm for 5 m and 3 mm for 7 m * Base plate 300 x 300 mm and 10 mm thickness * Base bolts: 20mm dia. And 150 mm long (able to withstand the pole) * Light Source High bright LED 15 or 30 W * Luminous flux Bright code: 1578lm，Dim mode: 580lm, Visual Angle: 120° * Color Temperature: 6000K~7000K * Light Photosensitivity (typ.): 30 lx * Working Time (In sufficient sunlight charge after 8 hours): Bright mode: ≥8hrs; Dim mode: ≥24hrs * warranty 3 years |  |  |  |  |  |  |

**Lot (2): Technical Specifications of the Solar Water Pumping System**

| **Compliance with technical specifications** | **Bidder’s Agreement to Comply Spec (Yes/No)** | **Reasons for Deviation** | **Details of Offered Goods (brand name and model)** | **Source/ Manufacturer** | **Country of Origin** | **Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached)** |
| --- | --- | --- | --- | --- | --- | --- |
| **Item Description** |
| 1. **Solar Photovoltaic Module:**  * Mono or Poly Crystalline Silicon Solar cells should be used in the solar module that are used for Solar Water Pumping application. * Modules supplied with the Solar Water Pumping systems shall have certificate as per IEC 61215-1-1:2016 – (Special requirements for testing of crystalline silicon photovoltaic (PV) modules) specifications. In addition to accreditation certificate from recognized institute recommended by Global Lighting (World Bank). * Modules must qualify to IEC 61730 Part I and II for safety qualification testing. * The efficiency of the PV modules should be minimum 14%. * The terminal box on the module should have a provision for "Opening" for replacing the cable, if required. * Module Junction should have protection class of IP65, module connector MC4 with 4 mm2 cable with a length of 70% of module length. * Power temperature coefficient of PV modules shall be at most: -0.043%/0K * Peak Power of individual module for the solar water pumps at STC must at least be 250 Wp or more. Use of PV module with higher power output is preferred. Module IV characteristics at STC, its temperature coefficient shall be provided for the module. * Each module must be labeled indicating at a minimum: Manufacturer, Model Number, Serial Number, Maximum Power Point Watt Rating (Wp tolerance), Maximum Power Point Current, Maximum Power Point Voltage, Open Circuit Voltage and Short Circuit Current. * The module framing should be such that it permits secure connection to the mounting structure, prevents edge damage and has the longevity to withstand environmental factors for the duration of the module warranty period. Modules frame minimum dimensions (35 x 35 mm and 1.7 mm) * All PV modules used in the array offered for one project must be of same type, same model, same power rating and same manufacturer * The PV modules must be warranted to retain at least 90 % of its rated wattage measured at STC for 10 years and 80% of the rated wattage at 20 years. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 1. **Motor Pump Set**  * The Solar Water Pumping system should use the following types of motor pump sets a) Surface Mounted motor pump set b) Submersible motor pump set. * The motor-pump set shall be mono block DC/AC centrifugal motor pump set with impeller mounted directly on the motor shaft and with appropriate mechanical seals which ensures zero leakage. * The motor shall be either AC or brushless DC type. Pumps which will require replacement of brushes, diaphragms, bushings or other components as part of routine maintenance during this period **are not acceptable.** * The pump shall have the following built protection- dry run protection, over and under voltage protection, overload protection, temperature protection. * Water meter is also provided * The wire to water efficiency shall not be less than 50% and the performance curves for the pumps should be provided. * The motor pump set shall be securely marked with the following parameter declared by the manufacturer:-   1. Manufacturer name, logo or trade mark   2. Model, size, and Serial Number of the pump set   3. Motor rating (kW/HP)   4. Total Head in m at the guaranteed duty point   5. Capacity (m3/day) at guaranteed head.   6. Operating head range in m.   7. Maximum Current (A)   8. Voltage Range (V)   9. Type – AC or DC Pump Set   10. Photovoltaic (PV) array rating in Watt Peak (Wp). * All parts of the pump and the motor of the submersible pumps should be made of corrosion-resistant stainless steel with a minimum grade of AISI 304 or higher. The motor-pump set should have a 5 years warranty and therefore, it is essential that the construction of the motor and pump should be made using parts which have a higher durability and do not need replacement or corrode for at least 5 years of operation after installation. * Pump performance curve i.e. flow vs input pump power should be provided with its technical data sheet provided by the principle manufacturer. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Solar Pump Controller/Inverter:**  * Maximum Power Point Tracker (MPPT) embedded solar controller should be used to optimally utilize the power from Solar PV array and maximize the discharge. * Solar controller shall have IP 65 protection. * Protection system with sensors should be incorporated in the controller to protect the solar water pump set against dry running, open circuit, accidental output short circuit, under voltage, reverse polarity, lightening arrestor. * Reliable DC circuit breaker suitable for switching DC power ON or OFF shall be provided in the solar pump controller. * Suitable size of UV cable shall be used in enough length for interconnection between solar PV array to the controller and the controller to the solar water pump set. * Controller shall be provided its specification with maximum input voltage, maximum current, and its maximum efficiency which should not be less than 95%. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Array Mounting Structure :**  * The Solar PV modules should be ground mounted on metallic structures of adequate strength and design that can withstand weight of the modules and high wind velocities upto 150 km/hr. * The modules should be ground-mounted with silver painting or hot dip galvanized. * The array mounting structure will hold the photovoltaic modules. The modules must be mounted on a support structure made of corrosion resistant material that assures stable and secure attachment. * The structure must be mounted such that the modules are at a tilt angle of 20 degrees to the horizontal facing the equator. * There should be no shading from nearby trees or buildings in the solar module. * All nuts and bolts should be made of very good quality and should be corrosion resistant. * The structure should be designed to allow easy replacement of any module. * The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. * Schematic design of the array mounting structure should be provided for the pumping application. * In order to minimize theft risk, Modules fixation on the support structure has to be of anti-theft type. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Balance of Systems**  * The supplier should list all required equipment and accessories like plumbing materials, valves, connectors for water pipeline, PV and pump installation materials, cables, connectors required for specified solar water pumps. * Separate list of equipment or earthing and lightening arrestor should be provided. |  |  |  |  |  |  |
| * Item has substantively met the requirements (Yes/No) |  |  |  |  |  |  |
| 1. **Installation, testing and commissioning**  * Separate quote for the installation, testing and commissioning of the pumps should be provided. * List of spare parts shall be specified. * The bidder should have clear plans to provide after sales service after its installation and preferably local representative in Sudan to provide after sales service and maintenance if required during its operation. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |

**Lot (3): Technical Specifications of the Solar Lantern for Emergency Usage.**

| **Item Description** | **Bidder’s Agreement to Comply Spec (Yes/No)** | **Reasons for Deviation** | **Details of Offered Goods (brand name and model)** | **Source/ Manufacturer** | **Country of Origin** | **Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached)** |
| --- | --- | --- | --- | --- | --- | --- |
| 1. **Photovoltaic Module**  * Mono or Poly Crystalline Silicon solar cells should be used in the solar module that are used for Solar Photovoltaic systems. * The size of solar panel ranges from for package1: (3 Wp - 5 Wp) and Package 2 (6Wp- 10Wp) and are either mounted in the lamp housing or provided with an arrangement with stand for mounting at the optimal angle in direction facing the sun. * In case of separately provided PV module, it should be provided with at least 3 m cord to charge the battery and its the terminal box should have provision for opening and replacing the cables, if required. * Following details needs to be provided for the module: * Name of the manufacturer with logo, model, size in Wp, year of make, and any testing certifications. * The PV module should have warranty for at least 10 years from the date of manufacturing. * List of spare parts shall be specified. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Battery and electronics**  * Batteries used in the Solar Lantern should either be Sealed Maintenance free or Li-ion batteries or Nicket Metal Hydride (NiMH). * Battery performance certificate from a reliable testing institution shall be provided along with the bid offer. * The battery capacity in Ampere Hour (Ah) and its rated voltage should be provided. The battery voltage must match the solar module output voltage. * The capacity of the batteries should be provided such that it can provide lighting for at least 6 hrs after full charge for the given configuration. * The solar charge controller shall be inbuilt in the portable Solar PV lighting system. * Plug and Play connector shall be provided for charging battery through solar panel. Mobile charging USB port shall be provided in the Package 2 system. * Battery state of charging indicator light should be inbuilt with green light to indicate charging in progress and red light for deep discharge conditions to suggest that the load should be switched off and battery to be charged. * The battery should have automatic protection against deep discharge and over charging, and reverse polarity. A fuse should be provided to protect against short circuit conditions. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Lamps**  * The lamp should be White Light Emitting Diode (WLED). * The solar lamp should be provided with the foldable handle, or hook to carry or clamp in any surface. * The luminous performance of the LED lamp should be provided and should not be less than 70 lumens/watt. Ultraviolet (UV) emitting LEDs are not acceptable. * The luminous intensity and its working hours for each configuration of supplied items needs to be provided. * The make, model number, country of origin and technical sheet for the lamp should be provided. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |

**Lot (4): Technical Specifications of the Solar Cooker for Emergency Usage.**

| **Item Description** | **Bidder’s Agreement to Comply Spec (Yes/No)** | **Reasons for Deviation** | **Details of Offered Goods (brand name and model)** | **Source/ Manufacturer** | **Country of Origin** | **Quality Certificate/ Export Licenses, etc. (indicate all that applies and if attached)** |
| --- | --- | --- | --- | --- | --- | --- |
| 1. **Solar Box Cooker**  * Box-type solar cookers consists of an insulated box, metallic cooking pots inside the box, glass lid on the cooking tray, and a reflecting mirror fitted on the underside of the lid of the box. The cooking tray is insulated on the sides and bottom. * Minimum dimension of the solar box cooker shall be 550mm\*550mm\*180mm * Two black coated cooking pots made up with rust and corrosion free materials with lids suitable for solar cooking application shall be included. * The cover plate of the box should be double glazed glass and fitted with gasket to avoid any heat loss. * Technical specification with its dimension be provided. The reflectivity of the mirror be greater than 70% * Warrantee for 1 year needs to be provided with signed guarantee card signed by the supplier with its seal and date of supply. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Solar Parabolic Cooker**  * The solar parabolic disc cooker made with a reflective mirror of polished glass, metal or metallized film that is used to concentrate light and heat from the sun into a small cooking area with more concentrated energy and increasing heating power from the sun. * The reflecting disc be made up of single or multiple reflectors fixed firmly to a rigid frame. The size and shape of the reflector be such that when joined or fixed they automatically form a perfect parabolic dish which when exposed to sun in normal direction a point focus is formed to heat the heating object. * The disc area by minimum 1.4 Sq. m and the parabolic disc will focus the reflected rays exactly to the cooking utensil * The reflector fins should be pasted to the supporting rings with an anti-rust metallic cord which does not wear out over span of time. * Technical specification with its dimension be provided. The reflectivity be greater than 80% with concentration ratio of heat more than 75% when exposed to sunlight. * The dish supporting structure should be rigid enough to avoid any deformation or the bowl shape during manual handling or under wind pressure. * Disc stand should be anti-rust coated MS steel with an arrangement to hold cooking utensils of different sizes that is adjustable (pot holders) and the size needs to be provided. * Warrantee for 1 years needs to be provided with signed guarantee card signed by the supplier with its seal and date of supply. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |
| 1. **Solar Community Cooker**  * Solar Community cooker are intended for preparing food for mass community having reflector mirror concentrating light and heat from the sun into special designed large dish holder to increase the heating power from the sun. * The reflector fins should be pasted to the supporting rings with an anti-rust metallic cord which does not wear out over span of time. * The disc area by minimum 8 Sq. m and the parabolic disc will focus the reflected rays exactly at the cooking utensils * The dish and pot supporting structure should be strong enough to avoid any deformation under manual handling and under wind conditions. * Technical specification with its dimension be provided. The reflectivity be greater than 80% with concentration ratio of heat more than 75% when exposed to sunlight. * Disc and pot stand should be anti-rust coated MS steel with an arrangement to hold cooking utensils of different sizes that is adjustable (pot holders) and the size needs to be provided. * Warrantee for 1 years needs to be provided with signed guarantee card signed by the supplier with its seal and date of supply. |  |  |  |  |  |  |
| **Item has substantively met the requirements (Yes/No)** |  |  |  |  |  |  |

**Other ITB Requirements:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Other requirements** | **Compliance with requirements** | | **Details or comments**  **on the related requirements** |
| **Yes, we comply** | **No, we cannot comply**  *(indicate discrepancies / Reasons)* |
| Completing the delivery of goods and installation of entire project within 3 months for all the sites awarded by the contract |  |  |  |
| Full acceptance of UNDP General Terms and Conditions for Contract |  |  |  |
| Will have the adequate provision for after sales-services in Sudan |  |  |  |
| Acceptance of UNDP Payment Terms and Conditions, including provision of 5% of contract value for Retention monies |  |  |  |
| Compliance to the ITB Incoterm |  |  |  |
| Submission of Bid Security (at the time of bidding) |  |  |  |
| Submission of Performance Security by winning bidder (at the time of award/signing) if requested by UNDP |  |  |  |
| Submission of pre-shipment inspection report prepared by reputable third-party entity at the cost of the contractor before actual shipment of the consignment to Sudan |  |  |  |

**Format for CV of Proposed Key Personnel**

|  |  |
| --- | --- |
| **Name of Personnel** | [Insert] |
| **Position for this assignment** | [Insert] |
| **Nationality** | [Insert] |
| **Language proficiency** | [Insert] |
| **Education/ Qualifications** | *[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]* |
| [Insert] |
| **Professional certifications** | *[Provide details of professional certifications relevant to the scope of services]* |
| * *Name of institution:* [Insert] * *Date of certification*: [Insert] |
| **Employment Record/ Experience** | *[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]* |
| [Insert] |
| **References** | *[Provide names, addresses, phone and email contact information for two (2) references]* |
| Reference 1:  [Insert] |
| Reference 1:  [Insert] |

# FORM F: Price Schedule Form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| ITB reference: |  | | |

**Currency of the Bid:** [Insert Currency]

**Instructions to Bidders:**

* The prices received in this stage of bidding shall be DAP Khartoum State. In secondary competition among LTA holders, the prices obtained for supply and installation will be the celling as stated in this stage and LTA holders shall offer competitive prices for delivery to other locations in Sudan.
* For solar water pumps, prices are required for each component in available ranges and sizes such as pump ranges 3 kW, 4 kW, 5 kW up to 10 kW. Solar modules also ranges from 250 Wp or more, preferably with larger systems.
* The solar products or pumps shall as per the required specifications. In case the bidder is successful, the unit prices quoted in this schedule will be made an integral part of the LTA and will be the maximum unit price to be quoted by the bidder.
* The selected vendor/s make sure that all imported solar item into Sudan has to be certified by Sudanese Standards and Meteorology Organization (SSMO)”
* INCOTERMS (2020): shall be DAP Khartoum.

**Please note that for the price evaluation, only the total of the unit prices will be considered.**

**Price Schedule for Lot (1): Solar Photovoltaic System (SPVS) and of Solar Products for Solar Electrification in Sudan**

1. **Solar Photovoltaic Lighting Systems**
2. **Solar Photovoltaic Module:** (as per technical specs indicated in Section 5 (a)

| S/n | Size of PV Module  Solar PV Module as per technical specs indicated  In section 5 (a)  (Wp = Watt Peak) | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | 10 Wp | 1 | pc |  |
| 2 | 20 Wp | 1 | pc |  |
| 3 | 30 Wp | 1 | pc |  |
| 4 | 40 Wp | 1 | pc |  |
| 5 | 50 Wp | 1 | pc |  |
| 6 | 60 Wp | 1 | pc |  |
| 7 | 75 Wp | 1 | pc |  |
| 8 | 100 Wp | 1 | pc |  |
| 9 | 120 Wp | 1 | pc |  |
| 10 | 150 Wp | 1 | pc |  |
| 11 | 200 Wp | 1 | pc |  |

1. **Deep Cycle Solar Batteries: (as per technical specs indicated in Section 5 (a)**

**Please Specify Types and provide separate quotes for individual available type in the format.**

**a) Flat Plate**

**b) Valve Regulated Lead Acid (VRLA) GEL**

**c) Lithium Ion (LI)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Battery Capacity @C10**  **(AH = Ampere Hour)** | **QTY** | **UOM** | **Unit Price** |
| 1 | 20 AH | 1 | pc |  |
| 2 | 30 AH | 1 | pc |  |
| 3 | 40 AH | 1 | pc |  |
| 4 | 60 AH | 1 | pc |  |
| 5 | 80 AH | 1 | pc |  |
| 6 | 100 AH | 1 | pc |  |
| 7 | 120 AH | 1 | pc |  |
| 8 | 150 AH | 1 | pc |  |
| 9 | 200 AH | 1 | pc |  |

1. **Charge Controllers: (as per technical specs indicated in Section 5 (a)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Charge Controllers Capacity**  **(A = Ampere)** | **QTY** | **UOM** | **Unit Price** |
| 1 | Solar Charge Controller 3 A | 1 | pc |  |
| 2 | Solar Charge Controller 5 A | 1 | pc |  |
| 3 | Solar Charge Controller 10 A | 1 | pc |  |
| 4 | Solar Charge Controller 15 A | 1 | pc |  |

1. **Inverter: (as per technical specs indicated in Section 5 (a)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Inverter Capacity**  **(W = Watt)** | **QTY** | **UOM** | **Unit Price** |
| 1 | Inverter 500 W | 1 | pc |  |
| 2 | Inverter 1000 W | 1 | pc |  |
| 3 | Inverter 1500 W | 1 | pc |  |
| 4 | Inverter 2000 W | 1 | pc |  |

1. **LED Lamps:** (as per technical specs indicated in Section 5 (a)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **LED Lamp**  **(W = Watt)** | **QTY** | **UOM** | **Unit Price** |
| 1 | LED Lamp 3 W | 1 | pc |  |
| 2 | LED Lamp 5 W | 1 | pc |  |
| 3 | LED Lamp 7 W | 1 | pc |  |
| 4 | LED Lamp 10 W | 1 | pc |  |

1. **Module Support Structure:** (as per technical specs indicated in Section 5 (a)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Support Structure (roof mounted)**  (Wp = Watt Peak) | **QTY** | **UOM** | **Unit Price** |
| 1 | Support Structure for modules up to 30 Wp | 1 | pc |  |
| 2 | Support Structure for 40-75 Wp | 1 | pc |  |
| 3 | Support Structure for 100-150 Wp | 1 | pc |  |
| 4 | Support Structure for 200 Wp | 1 | pc |  |

1. **Balance of System (BOS):** (as per technical specs indicated in Section 5 (a)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Balance of System Components** | **QTY** | **Units** | **Unit Price** |
| 1 | Cable 2.5 mm2 | 1 | m |  |
| 2 | Cable 4 mm2 | 1 | m |  |
| 2 | Cable Tray | 1 | No. |  |
| 3 | Switches | 1 | pc |  |
| 4 | Junction Box | 1 | pc |  |
| 5 | Other components for solar Photovoltaic Home Systems | LS | LS |  |

1. **Installation, testing and commissioning:** (as per details indicated in Section 5 (a)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Installation, Testing and Commission** | **QTY** | **UOM** | **Unit Price** |
| 1 | Installation, commissioning Cost for complete system for solar Photovoltaic System size up to 100 Wp | 1 | LS |  |
| 2 | Installation, commissioning Cost for complete system for solar Photovoltaic System size from 100 to 200 Wp | 1 | LS |  |
| 3 | Installation and Commissioning for 1 Solar Street Light System | 1 | LS |  |

1. **Metallic Pole for Solar Street Light** (as per the revised technical specifications in addendum (1))

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Installation, Testing and Commission** | **QTY** | **UOM** | **Unit Price** |
| 1 | Galvanized 2.5 mm MS Steel Solar Street light pole with mounting structure, battery stand and light holder all complete 5 m height | 1 | PC |  |
| 2 | Galvanized 3 mm MS Steel Solar Street light pole with mounting structure, battery stand and light holder all complete -7 m height | 1 | Pc |  |

**Note: The installation cost should include technician fees and other related cost, but the transportation of goods from Khartoum to the installation site will be considered in the secondary competition.**

**Price Schedule for Lot (2): Solar Water Pumping System on LTA**

The project requires pumps in different configurations as per the demand and site conditions. Some specific combinations are provided in the technical specifications.

1. **Solar Photovoltaic (PV) Modules for Solar Array and its mounting structures to run the water Pump and individual module size must be greater than 250 Wp and price to be quoted in per unit Wp for array.**

| **S/n** | **Size of PV Module**  **(As per the technical Specifications)**  **(Wp = Watt Peak)** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1. | 3000 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 3000 Wp | 1 | LS |  |
| 2 | 3500 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 3500 Wp | 1 | LS |  |
| 3 | 4000 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 4000 Wp | 1 | LS |  |
| 4 | 4500 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 4500 Wp | 1 | LS |  |
| 5 | 5000Wp | 1 | Wp |  |
|  | Array Mounting Structure for 5000 Wp | 1 | LS |  |
| 6 | 5500 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 5500 Wp | 1 | LS |  |
| 7 | 6000 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 6000 Wp | 1 | LS |  |
| 8 | 7500 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 7500 Wp | 1 | LS |  |
| 9 | 10000 Wp | 1 | Wp |  |
|  | Array Mounting Structure for 10000 Wp | 1 | LS |  |

1. **Solar Water Pumps and pump controller**

| **S/n** | **Solar Water Pumps**  **(As per the technical Specifications)**  **(HP = Horse Power)** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | Surface Solar Centrifugal Pump 3 HP with controller complete | 1 | Pc |  |
| 2 | Surface Solar Centrifugal Pump 3.5 HP with controller complete | 1 | Pc |  |
| 3 | Surface Solar Centrifugal Pump 4 HP with controller complete | 1 | Pc |  |
| 4 | Surface Solar Centrifugal Pump 4.5 HP with controller complete | 1 | Pc |  |
| 5 | Surface Solar Centrifugal Pump 5 HP with controller complete | 1 | Pc |  |
| 6 | Submersible Solar Centrifugal Pump 5 HP with controller complete | 1 | Pc |  |
| 7 | Submersible Solar Centrifugal Pump 6 HP with controller complete | 1 | Pc |  |
| 8 | Submersible Solar Centrifugal Pump 7 HP with controller complete | 1 | Pc |  |
| 9 | Submersible Solar Centrifugal Pump 10 HP with controller complete | 1 | Pc |  |

1. **Balance of Systems for Solar Water Pumping System**

| **S/n** | **Balance of Systems for typical Solar Water Pumps**  **(As per the technical Specifications)** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | UV cable 6 mm2 between solar array to junction box (JB) and from JB to pump controller. | 1 | M |  |
| 2 | Cables, switches, Junction Boxes | **1** | LS |  |
| 3 | Earthing set and Lighting Arrestor | **1** | Set |  |
| 4 | Plumbing materials, pipes and Fittings | **1** | LS |  |
| 5 | PV and pump Installation accessories | 1 | Set |  |
| 6 | Spare Parts | 1 | Pcs. |  |

1. **Installation, testing and Commissioning of Solar Water Pumping System**

| **S/n** | **Installation Testing and Commissioning** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | Installation, testing and commissioning for 3kWp to 5 kWp Pumps- Complete | 1 | Set |  |
| 2 | Installation, testing and commissioning for 6 6kWp to 10 kWp Pumps- Complete | 1 | Set |  |

**Note: The installation cost should include technician fees and other related cost, but the transportation of goods from Khartoum to the installation site will be considered in the secondary competition.**

**Price Schedule for Lot (3): Solar Lantern for Emergency Usage**

1. **Package 1: 3Wp-5 Wp Solar Photovoltaic Lantern**

| **S/n** | **Description** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | Portable Solar Lantern Complete Set with Module, battery and electronics – 3 Wp to 5Wp | 1 | Set |  |

1. **Package 2: 6Wp -10 Wp Solar Photovoltaic Lantern**

| **S/n** | **Description** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | Portable Solar Lantern complete Set with Module, battery and electronics – 6 Wp to 10 Wp | 1 | Set |  |

**Price Schedule for Lot (4): Solar Cooker for Emergency Usage**

1. **Package 1: Box type Solar Cooker**

| **S/n** | **Description** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | Portable Solar Box cooker  (Approx. size for 6-7 people) | 1 | Set |  |

1. **Package 2: Solar Parabolic Cooker**

| **S/n** | **Description** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | Portable Solar parabolic cooker  (Approx. size for 15-16 people) | 1 | Set |  |

1. **Package 3: Solar Community Cooker**

| **S/n** | **Description** | **QTY** | **UOM** | **Unit Price** |
| --- | --- | --- | --- | --- |
| 1 | Solar Community Cooker  (Approx. size for about 300 people) | 1 | Set |  |

**Summary of Price Schedules:**

| **Lot** | **Description** | **Amount USD** |
| --- | --- | --- |
| **Lot (1)** | **Total Lot (1): Solar Photovoltaic System (SPVS) and of Solar Products for Solar Electrification in Sudan** |  |
| **Lot (2)** | **Total Lot (2): Solar Water Pumping System** |  |
| **Lot (3)** | **Total Lot (3): Solar Lantern for Emergency Usage** |  |
| **Lot (4)** | **Total Lot (4): Solar Cooker for Emergency Usage** |  |

# FORM G: Form of Bid Security

Bid Security must be issued using the official letterhead of the Issuing Bank.

Except for indicated fields, no changes may be made on this template.

To: UNDP

*[Insert contact information as provided in Data Sheet]*

WHEREAS [Name and address of Bidder] (hereinafter called “the Bidder”) has submitted a Bid to UNDP dated Click here to enter a date. to execute goods and/or services [Insert Title of Goods and/or Services] (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 if the Bidder:

1. Fails to sign the Contract after UNDP has awarded it;
2. Withdraws its Bid after the date of the opening of the Bids;
3. Fails to comply with UNDP’s variation of requirement, as per ITB instructions; or
4. 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 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 up to 30 days after the final date of validity of bids.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

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

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

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

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

Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Stamp with official stamp of the Bank]

# FORM H: Form of Performance 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 Contractor”) has undertaken, in pursuance of Contract No. Click to enter dated Click to enter , to deliver the goods and execute related services Click here to enter text. (hereinafter called “the Contract”):

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

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

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

This guarantee shall be valid until 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 .................................................................................................................

# FORM I: Form of Contract to be signed including General Terms and Conditions for Goods and Services



Untitled-3

**Contract for Goods and/or Services**

**Between the United Nations Development Programme and** [insert name of the Contractor]

|  |  |
| --- | --- |
| 1. **Country Where Goods Will be Delivered and/or Services Will be Provided**: | |
| 2. **UNDP** [ ]Request for Quotation[ ]Request for Proposal[ ]Invitation to Bid [ ] direct contracting  Number and Date: | |
| 3. **Contract Reference (e.g. Contract Award Number)**: | |
| 4. **Long Term Agreement**: [Yes] [No] [indicate as appropriate] | |
| 5. **Subject Matter of the Contract**: [ ] goods [ ] services [ ] goods *and* services | |
| 6. **Type of Services:** | |
| 7. **Contract Starting Date**: | 8. **Contract Ending Date**: |
| 9. **Total Contract Amount**: [insert currency and amount in figures and words]  9a. **Advance Payment**: [insert currency and amount in figures and words or indicate “not applicable”] | |
| 10. **Total Value of Goods and/or Services**:  [ ] **below US$50,000 (Services only)** – UNDP General Terms and Conditions for Institutional (de minimis) Contracts apply  [ ] **below US$50,000 (Goods *or* Goods and Services)***–* UNDP General Terms and Conditions for Contracts apply  [ ] **equal to or** **above US$50,000 (Goods *and/or* Services)** *–* UNDP General Terms and Conditions for Contracts apply | |
| 11. **Payment Method:** [ ] fixed price [ ] cost reimbursement | |
| 12. **Contractor’s Name**:  Address:  Country of incorporation:  Website: | |
| 13. **Contractor’s Contact Person’s Name**:  Title:  Address:  Telephone number:  Fax:  Email: | |
| 14. **UNDP Contact Person’s Name**:  Title:  Address:  Telephone number:  Fax:  Email: | |
| 15. **Contractor’s Bank Account to which payments will be transferred**:  Beneficiary:  Account name:  Account number:  Bank name:  Bank address:  Bank SWIFT Code:  Bank Code:  Routing instructions for payments: | |

This Contract consists of the following documents, which in case of conflict shall take precedence over one another in the following order:

1. This face sheet (“Face Sheet”).
2. UNDP Special Conditions [delete if not applicable].
3. [UNDP General Terms and Conditions for Contracts] [UNDP General Terms and Conditions for Institutional (de minimis) Contracts] [delete if not applicable and remove square brackets].
4. Terms of Reference (TORs) and Schedule of Payments, incorporating the description of services, deliverables and performance targets, time frames, schedule of payments, and total contract amount [delete if not applicable].
5. Technical Specifications for Goods [delete if not applicable].
6. The Contractor’s Technical Proposal and Financial Proposal, dated [insert date], as clarified by the agreed minutes of the negotiations meeting, dated [insert date]; these documents not attached hereto but known to and in the possession of the Parties, and forming an integral part of this Contract.
7. Discount Prices [to be used in cases where the Contractor is engaged on the basis of an LTA; delete if not applicable].

All the above, hereby incorporated by reference, shall form the entire agreement between the Parties (the “Contract”), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

This Contract shall enter into force on the date of the last signature of the Face Sheet by the duly authorized representatives of the Parties, and terminate on the Contract Ending Date indicated on the Face Sheet. This Contract may be amended only by written agreement between the duly authorized representatives of the Parties.

**IN WITNESS WHEREOF,** the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this Contract at the place and on the day set forth below.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For UNDP** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**GENERAL TERMS AND CONDITIONS FOR CONTRACTS**

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

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

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

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

**2. OBLIGATIONS OF THE CONTRACTOR:**

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

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

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

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

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

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

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

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

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

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

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

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

**4. PRICE AND PAYMENT:**

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

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

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

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

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor or provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract. 4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services. 4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person. 4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP. 4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal. 4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor’s delivery of the Goods and/or performance of the Services.

**5. ADVANCE PAYMENT:**

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

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

**6. SUBMISSION OF INVOICES AND REPORTS:**

**6.1** all original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email. **6.2** All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

**7. TIME AND MANNER OF PAYMENT:**

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

**7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. **8. RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of the Services to UNDP by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

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

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

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

**8.4** At the option of and in the sole discretion of UNDP: 8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.,* a curriculum vitae) may be reviewed by UNDP prior to such personnel’s performing any obligations under the Contract;

8.4.2 Any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel’s performing any obligations under the Contract; and, 8.4.3 In cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor’s personnel, UNDP may reasonably refuse to accept any such personnel. **8.5** Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9. ASSIGNMENT:**

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

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

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

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

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

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

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

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

**11.1 DELIVERY OF GOODS:** The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

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

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

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

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

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

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

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

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

11.5.5 The Goods are new and unused;

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

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

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

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

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

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

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

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

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

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

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

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

**12. INDEMNIFICATION**:

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

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

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

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

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

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

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

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

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

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

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

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

**13. INSURANCE AND LIABILITY**:

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

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

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

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

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

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

**13.3** The Contractor’s liability policies shall also cover subcontractors and all defense costs and shall contain a standard “cross liability” clause.

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

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

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

13.5.2 Include a waiver of subrogation of the Contractor’s insurance carrier’s rights against UNDP;

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

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

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

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

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

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

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

**16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

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

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

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

**18.1** The Recipient shall:

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

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

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

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

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

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

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

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

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

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

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

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

**19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**:

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

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

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

**20. TERMINATION**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**23. SETTLEMENT OF DISPUTES**:

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

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

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

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

**25. TAX EXEMPTION**:

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

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

**26. MODIFICATIONS**:

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

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

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

**27. AUDITS AND INVESTIGATIONS**:

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

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

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

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

**28. LIMITATION ON ACTIONS**:

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

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

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

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

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

**31.1** The UN Supplier Code of Conduct;

**31.2** UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);

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

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

**31.5** UNDP Vendor Sanctions Policy; and

**31.6** All security directives issued by UNDP.

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

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

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

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

**35. SEXUAL EXPLOITATION:**

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

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

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

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

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