March 9, 2012
Section I

Invitation to Bid
Reference: ITB-2012-05-DPRK

Deadline to submit your offer: no later than 5:00 pm[1] on April 12, 2012.

Subject: **Designing, manufacturing, factory testing, and supplying of complete equipment, accessories, and materials for the biogas system for a pig farm in Mopung cooperative farm in DPRK.**

a) We hereby solicit your bid for the supply of the equipment and materials duly described in **Annexes V** and **VI**.

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

Annex I. Instructions to Bidders
Annex II. Bid Data Sheet
Annex III. General Terms and Conditions
Annex IV. Special Conditions
Annex V. Schedule of Requirements
Annex VI. Technical Specifications
Annex VII. Bid Submission Form
Annex VIII. Price Schedule
Annex IX. Acknowledgement Letter

c) Interested Bidders may submit any question regarding this Invitation to Bid (ITB) to the e-mail address **operations.dprk@undp.org** **not later than March 28, 2012**. The answers or any modification to these tender documents will be published in UNDP Procurement Notices Website[2] and United Nations Global Marketplace Website[3] **no later than 11 pm on March 30, 2012**.

d) Bids in sealed envelope must be sent by DHL[4] and delivered to the following address **no later than 5 pm on April 12, 2012** (please mark the envelope with the reference number **ITB-2012-04-DPRK**):

United Nations Development Programme (UNDP). Procurement Unit.
PO BOX 27. 21 Munsudong Daedonggang, Pyongyang.
Democratic People's Republic of Korea. 80807

e) Bids will be opened in the presence of Bidders' Representatives[5], who chose to attend at the address, date and time indicated in the Bidding Documents.

f) Please submit the form Acknowledge Letter (**Annex IX**) **by April 1, 2012** to indicate whether or not you intend to submit an offer.

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

Kind regards,

UNDP Procurement Unit.

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[1] All time and date references in this document are made considering Pyongyang, Democratic People's Republic of Korea current local time. (http://www.timeanddate.com/worldclock/city.html?n=205).
[2] http://procurement-notices.undp.org/index.cfm
[3] http://www.ungm.org/Notices/Notices.aspx
[4] DHL World Express is a courier service available in DPRK.
[5] The offeror may authorize a local agent or the concerned Embassy as a representative.

Annex I
Instruction to bidders.

A. Introduction

1. **General**: The Purchaser invites Sealed Bids for the supply of goods to the UN system.

2. **Eligible Bidders**: Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.

3. **Cost of Bid**: The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents**: The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

5. **Clarification of Solicitation Documents**: A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing to the e-mail address **operations.dprk@undp.org** **not later than March 28, 2012**. The answers or any modification to these tender documents will be published in UNDP Procurement Notices Website[6] and United Nations Global Marketplace Website[7] **no later than 23 pm on March 30, 2012**.

6. **Amendments of Solicitation Documents**: No later than two weeks prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. **All prospective Bidders that have acknowledged receipt of this ITB (Annex IX) will be notified in writing of any amendments.** In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

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

8. **Documents Comprising the Bid:**

The Bid must comprise the following documents:

(a) a Bid Submission form (**Annex VII**) duly signed and stamped by the legal representative of your company;

[6] http://procurement-notices.undp.org/index.cfm
[7] http://www.ungm.org/Notices/Notices.aspx

(b) a Price Schedule (**Annex VIII**) completed in accordance with the Annexes V and VI and clause 12 of Instructions to Bidders;

(c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,

(d) documentary evidence established in accordance with clause 11 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

9. Documents Establishing Bidder's Eligibility and Qualifications:

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

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination. Please include all supporting documents (e.g. authorized dealer/reseller letter).

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract. Please include all relevant information of your company (e.g. articles of incorporation, business license, financial statements for 2010-2011, etc.)

10. Export License:

All bidders/vendors must aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal:

a) A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users.

Please note that the United States Department of Commerce regulates exports and re-exports of "dual-use" items, i.e., goods, software and technologies with commercial and proliferation/military applications, through its Export Administration Regulations (EAR). If you are outside the United States and wish to export or re-export an item incorporating, commingled with, or drawn from controlled U.S origin items exceeding 10% of the total value of the item or that has a U.S. connection, your product may require a license from the U.S. Department of Commerce's Bureau of Industry and Security (BIS). For more information, please go to: http://www.bis.doc.gov/licensing/exportingbasics.htm

Also, goods made in Japan must obtain export approval from the the Ministry of Economy Trade and Industry (METI) of Japan, as detailed in Article 48, Paragraph 3 of the Foreign Exchange and Foreign Trade Act. For more information, please visit the following website: http://www.meti.go.jp/english/press/2011/0405_03.html

In addition, you must confirm that the items offered are not included in the Lists of Items Prohibited for Export to and Import from the Democratic People's Republic of Korea pursuant to Security Council Resolution 1718 (2006). For more information on the list of items please visit: http://www.un.org/sc/committees/1718/xport_list.shtml

b) Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

11. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services, which the Bidder proposes to supply under the contract. The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the goods;

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

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

For evaluation purposes, all quotes expressed in convertible currency other than the US dollar will be converted to US dollars using the United Nations Operational Rate of Exchange[8] valid on the date specified in Section I of these Solicitation Documents as deadline for submission of Bids.

13. Period of Validity of Bids: Bids shall remain valid for 60 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 17 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 21 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

14. Bid Security (non applicable):

(a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of USD $6,000.00 (six thousand US dollars).

(b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 14(g) below.

(c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:

[8] http://treasury.un.org/operationalrates/OperationalRates.aspx

i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
ii. cashier's cheque, or certified cheque.

(d) Any Bid not secured in accordance with Clauses 14 a) and 14 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 19 of Instructions to Bidders.

(e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 13 of instructions to Bidders.

(f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 27 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 28 of Instructions to Bidders.

(g) The Bid Security may be forfeited:

1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,

2) In the case of a successful Bidder, if the Bidder fails:
   i. to sign the Purchase Order in accordance with Clause 27 of Instructions to Bidders, or,
   ii. to furnish Performance Security in accordance with Clause 28 of Instructions to Bidders.

D. Submission of Bids

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

16. Sealing and Marking of Bids:

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

16.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and

(b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 19 of Instructions to Bidders.

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

16.4 If the outer envelope is not sealed and marked as required by clause 16.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

17. Deadline for Submission of Bids/Late Bids:

17.1 Bids must be delivered to the office on or before the date and time specified in section I of these Solicitation Documents.

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

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

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

E. Opening and Evaluation of Bids

19. Opening of Bids:

19.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

19.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 17 of Instructions to Bidders.

19.3 Bids (and modifications sent pursuant to clause 18 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

19.4 The Purchaser will prepare minutes of the Bid Opening.

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

21. Preliminary Examination:

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

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

21.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

22. Conversion to Single Currency: To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate[9] on the last day for Submission of Bids.

23. Evaluation of Bids: Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

F. Award of Contract

24. Award Criteria: The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

[9] http://treasury.un.org/operationalrates/OperationalRates.aspx

25. **Purchaser's Right to Vary Requirements at Time of Award**: The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 20 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

26. **Notification of Award**: Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.

27. **Signing of the Purchase Order**: Within 15 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.

28. **Performance Security**: The successful Bidder shall provide the Performance Security on the Performance Security Form requested by UNDP DPRK, within 30 days of receipt of the Purchase Order from the purchaser, if the amount of the purchase order is above the equivalent of USD $500,000.00 (five hundred thousand US dollars).

    Failure of the successful Bidder to comply with the requirement of clause 27 or clause 28 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

29. **Vendor Protest**: Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.undp.org/procurement/protest.shtml

BID DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid	English
Bid Price	The prices quoted shall be as per following INCOTERMS 2000 and place: **CPT Nampo port, DPR of Korea.**
Documents Establishing Bidder's Eligibility & Qualifications.	Required. Please see paragraphs 9 and 10 of **Annex I**.
Bid Validity Period.	60 days
Bid Security	Not required
Preliminary Examination – completeness of bid.	Partial bids not permitted. You may submit an offer comprising all of the items described in **Annex V**.
Purchaser's Right to Vary Requirements at Time of Award	20 percent increase or decrease. See paragraph 25 of **Annex I**.
Export license / restrictions to import	**VERY IMPORTANT. Please see paragraph 10 of Annex I. It is required:** a) A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users. c) Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful. **Please note that the United States Department of Commerce regulates exports and re-exports of "dual-use" items, i.e., goods, software and technologies with commercial and proliferation/military applications, through its Export Administration Regulations (EAR). If you are outside the United States and wish to export or re-export an item incorporating, commingled with, or drawn from controlled U.S origin items exceeding 10% of the total value of the item or that has a U.S. connection, your product may require a license from the U.S. Department of Commerce's Bureau of Industry and Security (BIS). For more information, please go to: http://www.bis.doc.gov/licensing/exportingbasics.htm** **Also, goods made in Japan must obtain export approval from the the Ministry of Economy Trade and Industry (METI) of Japan, as detailed in Article 48, Paragraph 3 of the Foreign Exchange and Foreign Trade Act. For more information, please visit the following website: http://www.meti.go.jp/english/press/2011/0405_03.html** **In addition, you must confirm that the items offered are not included in the Lists of Items Prohibited for Export to and Import from the Democratic People's Republic of Korea pursuant to Security Council Resolution 1718 (2006). For more information on the list of items please visit: http://www.un.org/sc/committees/1718/xport_list.shtml**

Annex III
General Terms and Conditions.

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

2.1.1 UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

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

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

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

16.2 Arbitration

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

17. PRIVILEGES AND IMMUNITIES

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

Annex IV
Special Conditions.

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

Warranty/Guarantee	
■ Applies	If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
Liquidated damages	
■ Applies	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order
Performance security	
■ Applies if purchase order amount is above USD $500,000. See paragraph 28 of Annex I.	a) Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.

SCHEDULE OF REQUIREMENTS

1. All items described in this Annex are not included in the Lists of Items Prohibited for Export to and Import from the Democratic People's Republic of Korea pursuant to Security Council Resolution 1718 (2006)[10]. **Nevertheless, the offeror must submit the documents requested in paragraph 10, Annex 1 of this ITB for the items included in the offer.**

2. All of the items are required delivered **CPT** (Incoterms 2000) to: **Nampo port, the Democratic People's Republic of Korea.**

3. The schedule of requirements includes:

Designing, manufacturing, factory testing, and supplying of complete equipment, accessories, and materials for the biogas system for a pig farm in Mopung cooperative farm in DPRK. The supply shall include but not be limited at the following:

(i) Biogas digester
(ii) Gas holder
(iii) Biogas collection system
(iv) Feedstock loading system
(v) Other auxiliary parts
(vi) Biogas pipe and fittings to connect from biogas system to the biogas users
(vii) Materials and consumables for installation and commissioning of the biogas system
(viii) Mandatory spare parts and materials for operation/maintenance of the biogas system for two (2) years after commissioning and handing-over the system to the cooperative farm

The Contractor is requested to take responsibility for all equipment and materials necessary to provide a complete biogas system that delivers the guarantee minimum output of the biogas and meets the other technical requirements stated in this ITB. All equipment components and auxiliaries of the supplied biogas system shall be designed, manufactured, and tested in accordance with the site conditions, the reference manufacturing standards and general technical requirements specified in Annex VI.

- Designing and constructing of the foundation for the supplied biogas system. The international Contractor is allowed to subcontract this service to the local companies.
- Installing of the supplied biogas system. The international Contractor is allowed to subcontract this service to the local companies.
- Providing supervision service during installation of the supplied equipment in case the installation of equipment is subcontracted to the local companies.
- On-site testing, commissioning, and handing over the equipment system to the Purchaser.
- Training of Cooperative's staff in operation and maintenance of all equipment supplied by the Contractor.
- Providing equipment guarantee

4. Documents to be supplied:

[10] Considering the technical specifications included for each item in this ITB.

The following documents shall be supplied by the Contractor to the Purchaser's Representative before shipping the supplied equipment:

No.	Document Description	Quantity
1.	Detailed description including necessary drawings, diagrams, schedules, etc. for the supplied biogas system	3 sets (1 original + 2 copies)
2.	Factory Tests Certificates for the components of the supplied biogas system	3 sets (1 original + 2 copies)
3.	Detailed design including necessary drawings for the foundation of the supplied biogas system	3 sets (1 original + 2 copies)
4.	Equipment installation manuals for the supplied biogas system	3 sets (1 original + 2 copies)
5.	Instructions/Guideline on the construction of the foundation for the supplied biogas system	3 sets (1 original + 2 copies)
6.	Equipment operation and maintenance manuals for the supplied biogas system	3 sets (1 original + 2 copies)
7.	Guideline/Manual for on-site testing and commissioning of the supplied biogas system	3 sets (1 original + 2 copies)

The Purchaser's Representative reserves the right to request from the Contractor additional documents as may be required for proper understanding and definition of construction and operation, and for other purposes such as coordination between the Contractors.

All submitted documents must be written in English languages. In case documents and catalogues being written in other languages (except for English), it is necessary to translate into English with professional review.

5. For all items, you should provide a warranty of at least 1 year against manufacturing defects, as described in **Annex IV**.

6. UNDP has identified the following companies with experience in handling cargo to and within DPRK. However, you are free to choose any forwarder of your choice:

   a) M&M International Forwarding Co./ Korea Foreign Transportation Corporation (KFTC).
   Mr. Ji Chol. KFTC's representative in Beijing, China.
   Email: p.kftc@yahoo.com
   Mobile No: 188 0117 5173 Fax: +8610-65720998

   b) The Korea Kumkop Trading Company (local transportation)
   Phone: (850-2) 18111-381-8705. Fax: (850-2) 381-4012
   Email: kumcup@silibank.net.kp

   c) Andy Chao Trans Service. Co. Ltd
   Phone: 86-10-6592-9973. Mobile: 86-186-8888-5933
   Email: andytrans@andychao.net.cn andy@andychao.com.cn andychao99@hotmail.com
   Website: www.andychao.com.cn

   d) DHL Express DPRK.
   Phone +8502 381 43 24 Fax +8502 381 40 44
   Email: csfnj@dhl.com Email: Burmaa.byambaa@dhl.com
   DHL Express based in Beijing.
   Office phone no. +8610-64665566 extension 2068
   Internet: www.dhl.com

Annex VI
Technical specifications.

1. Site Descriptions

1.1. Site location

The site of the biogas project is situated in Mopung Cooperative Farm, Anbyon County, Kangwon Province of DPRK. The geographical coordinates of the site are about 38°58' latitude North and 127°33' longitude East. The site is about 8 km from the center of Anbyon County to the North, and about 13 km from Wonsan City to the North. The site is about 4 km away from the Anbyon Railway Station. Therefore, the equipment and construction materials can be transported to the site by railway, and then by road. The road connecting from the center of Anbyon County to the cooperative farm is in good condition. The distance to the Nampo international seaport is about 235 km from the West.

1.2. Climate conditions at the Site

The project site is situated in a humid continental climate. Typically, the winter that lasts from November to early March is very cold and dry. The temperature is usually below freezing (sometime, as low as -20°C), though the average daytime temperature is a few degrees above freezing in every month except January. The transition from the cold, dry winter to the warm, wet summer occurs rather quickly between April and early May, and there is a similar rather abrupt return to the winter in late October and November. Summers are generally hot and humid. There are also the hottest months, with average temperatures of 19-23°C, and daytime highs are often above 30°C.

The air temperatures range from below -15°C in January to above 30°C in August with an annual mean temperature of 10.9°C. Monthly average temperatures at the project site are presented in Table below.

Monthly Average Temperatures at the Site

Month	Monthly Average (°C)	Average high (°C)	Average low (°C)
January	-2.8	n/a	n/a
February	-1.1	n/a	n/a
March	4.0	n/a	n/a
April	10.9	n/a	n/a
May	16.1	n/a	n/a
June	19.4	n/a	n/a
July	22.9	n/a	n/a
August	23.2	n/a	n/a
September	18.4	n/a	n/a
October	12.8	n/a	n/a
November	6.3	n/a	n/a
December	0.5	n/a	n/a
Yearly	**10.9**	**n/a**	**n/a**

The air relative humidity varies between 70% and 80%. Annual average precipitation is 1,086 mm. These specific climate conditions shall be taken into account during design of the biogas plants for Mopung cooperative farm.

1.3. Topographical conditions at the Site

The supplied biogas system will be installed inside a green house gas as shown in Section 5 of this Annex "Reference drawing of installation location of the pig-farm biogas system". The site location is flat that are favorable for installation of the supplied biogas plants.

1.4. Geological conditions at the Site

The characteristics of the soil of Mopung CoF is clay and loamy as shown in Table below.

Geological data and soil structure at Mopung CoF

Soil layer	Composition	Depth (m)
Layer A		
Sedimentary layer	Humus	0.3
Humus layer	Humus	0.3 – 0.5
Layer B	Clay and loamy peat	0.5 – 1.8
Layer C	Basaltic Peat	1.8 – 3.5 2.5 – 4.9

Source: Ministry of Electric Power Industry (MEPI) of DPRK, July 2011

In case the Contractor considers that the information on soil structure and characteristics provided by MEPI is not complete, the Contractor is responsible for conducting additional soil tests before conducting the detailed design of the foundation for the supplied biogas system. The Contractor shall include all the costs related to additional soil tests in the Contract Price.

2. General Technical Requirements

2.1. Approved Standards

All imported equipment and materials of the supplied biogas system shall be designed, manufactured, tested and commissioned in accordance with the latest issue of the following International Codes and Standards:

- ASME (American Society of Mechanical Engineers) for materials of construction of the components of the supplied biogas system
- ASTM (American Society for Testing and Materials) for materials of construction of the components of the supplied biogas system
- DIN 55928: Protection of steel structures from corrosion by organic and metallic coatings
- API 617: Axial and centrifugal compressors and expander-compressors for petroleum, chemical and gas industry services
- ISO 2858, ISO 5198, ISO 5199: Sludge pumps
- UL, IEC, IEEE standards for electrical, measurement and control devices.
- IEC 227: Cables and electric wires
- IS-14885 & ISO 4437 - SDR17.6, 13.6, 11 & 9: Polyethylene (PE) gas pipes and fittings
- ASTM A420, EN 10255, DIN 2440: Welded carbon steel pipes and fittings

All local-made equipment, materials and systems (if any) shall be designed, manufactured, tested and commissioned in accordance with:

- National Codes and Standards of DPRK (if available), or
- Equivalent Chinese Industrial Standards.

The foundation for the supplied biogas system shall be designed in accordance with the Construction Codes of DPRK. The construction of the foundation will be carried out following the instructions and guideline of the Contractor.

The codes and standards given above should be followed by the Contractor. In case the Contractor proposes any equivalent code or standard, it shall be approved by the Purchaser's Representative. Such approval will be given if the offered equipment can be satisfactorily demonstrated to comply with and is of equivalent quality to the codes and standards specified above.

The International System of Units (SI) shall be used in connection with the design. These units shall also be used in all documentation, calculations, drawings, measurements and other documents (such as O&M manual, catalogues, etc.) submitted by the Contractor.

2.2. Factory Tests

All equipment supplied shall be tested at the manufacturer's factory before delivery. The tests shall be carried out in accordance with the approved standards defined in Section 2.1. If the approved Standards are not available for the particular test, the scope, standard and methods applied shall be specified by the Contractor and will be subject of approval by the Purchaser's Representative.

The Factory Tests for all equipment include but not limited as the followings:

- Welding Tests
- Inspection of Dimension and Finish
- Mechanical tests
- Electrical Tests
- Functional and Operational Tests

The Contractor shall, in advance, grant the Purchaser's Representative a writing note about the time and place to carry out the tests at the Manufacturer' factory, as may be required Purchaser's Representative shall take part in these tests.

All Factory Tests Certificates shall be submitted by the Contractor to the Purchaser's Representative before shipping the supplied equipment.

2.3. Designing and constructing of the foundation

The Contractor takes full responsibility for designing and constructing the foundation for the biogas system supplied by him. The international Contractor may subcontract this service to the local companies who are competent in this area. In despite of subcontracting this service to the local companies, the Contractor is fully responsible to the Purchaser for designing and constructing of the foundation for the supplied biogas system.

In case the service is subcontracted to the local companies, the Contractor shall dispatch experienced supervision staff to the Site to supervise the construction of the foundation.

The Purchaser shall not be responsible for any costs and other needs of the instructors, i.e., accommodation, food and drinks, transportation and travel, fuels, insurance, daily expenses, etc. The Contractor shall include all these costs in the Contract Price.

2.4. Installation of the equipment

All equipment supplied shall be installed by the Contractor. The international Contractor may subcontract this installation service to the local companies who are competent in this area. In despite of subcontracting the installation service to the local companies, the Contractor is fully responsible to the Purchaser for the installation of the supplied equipment.

In case the installation service is subcontracted to the local companies, the Contractor shall dispatch experienced supervision staff to the Site to supervise the installation and erection of the equipment supplied by him.

The Purchaser shall not be responsible for any costs and other needs of the instructors, i.e., accommodation, food and drinks, transportation and travel, fuels, insurance, daily expenses, etc. The Contractor shall include all these costs in the Contract Price.

2.5. On-site Tests and Commissioning Services

The Contractor shall dispatch experienced staff to the Site to carry out the on-site tests and commissioning of the equipment supplied by him. The Contractor shall provide all appropriate standard instruments and other measuring devices, required for carrying out the on-site tests and commissioning of the equipment supplied by him.

The Contractor shall include in his Contract Price all the costs related to the devices and facilities as well as the accommodation, meals, transportation and travel, fuels, insurance, daily expenses, etc. for his staff required for conducting on-site tests and commissioning of the supplied equipment.

On-site tests and commissioning of the equipment supplied after completion of their installation shall be made in accordance with the approved Standards if not otherwise agreed by the Purchaser's Representative. If the approved Standards are not available for the particular test, the scope, standard and methods applied shall be specified by the Contractor and will be subject of approval by the Purchaser's Representative.

When the equipment or parts of the equipment have passed any tests specified, the Purchaser's Representative shall furnish to the Contractor a certificate or endorse the Contractor's certificate to that effect. Approval of assemblies, tests and test procedures, etc., and acceptance of pertinent test certificates, or waiving of inspections and tests, shall in no way relieve the Contractor of his contractual obligations for furnishing the works in accordance with the provisions of the Contract.

Following the tests at Site, the Contractor shall be at his own expense and within the terms of the Contract, rectify any defect and replace any defective part, as directed by or to the satisfaction of the Purchaser's Representative.

2.6. Training of Operators Service

The Contractor shall field experienced and qualified personnel who are fluent in English speaking and writing to train the staff of Mopung cooperative farm in Operation and Maintenance (O&M) of the equipment systems supplied.

Before sending the trainer(s) to the Site, the Contractor shall submit the trainer's Bio data and evidence of his former experience and knowledge of English to Purchaser for approval.

The Contractor shall include in his Contract Price all the costs related to the devices and facilities as well as the accommodation, meals, transportation and travel, fuels, insurance, daily expenses, etc. for his staff required for this training service.

3. Technical Specifications of the Equipment

The supplied biogas system for the pig farm in Mopung cooperative farm will be on-ground type with digester volume of 50 m^3, and should have the capacity to digest in mesophilic regime up to 3 tons of feedstock per day and produce up to 150 m^3 biogas per day. The minimum biogas amount produced by the supplied biogas system in the worst conditions should be not less than 40 m^3/day.

The regime of preparation, loading of the fresh feedstock, agitation and unloading of the digested feedstock into the storage tank or automobile/tractor shall be semi-automatic, and the regime of gas collection shall be automatic.

The biogas digester must be equipped with feedstock heating system, which should include water boiler working on produced biogas. Additionally, heating system should include separate or combined water boiler working on fossil fuels or electricity to be used during the commissioning of the biogas system.

The operation span (lifetime) of the supplied biogas system shall be not less than 15 years.

Technical specifications of the equipment provided in this Section are minimum. The Contractor can offer his standardized systems with better technical specifications and performances.

3.1. Biogas digester

Biogas digester is made from metal with the wall thickness of at least 4 mm. The volume of the biogas digester should be at least 50 m^3. The inner and outer surfaces of the biogas digester shall be treated and covered with anticorrosive coatings at the manufacturer's factory, and finished with on-site painting after installation.

Biogas digester shall include but not be limited to the following components:

- Built-in heating system for maintaining working temperature inside the digester;
- Built-in agitating system inside the digester;
- Indicators of feedstock loading level;
- Devices for controlling temperature and pressure inside the digester;
- Safety device for preventing destruction of digester from excess pressure.

3.2. Biogas holder

Biogas holder will be of dry type. It is made of metal with the wall thickness of at least 8 mm and capacity to withstand a pressure up to 8 kg/cm^2. The effective volume of the biogas holder shall be at least 8 m^3.

3.3. Biogas collection system

The biogas collection system will include but not be limited at the following components:

- Water separator with automatic gate;
- Hydrogen sulfide (H_2S) filter;
- Filter for other harmful impurities;

- Device for automated collection of biogas (compressor with driver's capacity of at least 4 kW and gas rate of at least 0,6 m^3 of gas per minute)
- Gas receiver of at least 2 m^3, with walls thickness of at least 8 mm and capacity to withstand pressure up to 8 kg/cm^2;
- Control cabinet.

3.4. Feedstock loading system

The feedstock loading system will include but not be limited at the following components:

- Feeding/loading tank of at least 3 m^3 with walls thickness of at least 8 mm and capacity to withstand pressure up to 8 kg/cm^2;
- Built-in heating system for maintaining working temperature inside the tank;
- Built-in agitating device inside the tank;
- Indicators of feedstock loading level;
- Devices for controlling temperature, pressure and vacuum inside the tank;
- Equipment for semi-automatic loading of the feedstock to digester (sludge pump or vacuum pump).

3.5. Other auxiliary parts

A set of auxiliary parts shall be provided to complete the biogas system. The auxiliary parts will include but not limited to the following components:

- Pipes, fittings and valves for joints of biogas plant components;
- Other indicative, control and safety devices (except the ones specified in sections 3.1, 3.2, 3.3, and 3.4 above).

Pipes and fittings shall be made from PVC or galvanized steel pipes depending on their applications. PVC pipes and fittings can be used for all underground pipes or pipes that are protected against sun light and out of reach of the children. For the pipes that are installed above ground, they should be made from galvanized steel. Chrome-plated ball valves are suggested to be used.

3.6. Biogas pipes, fittings and valves to connect from biogas system to the biogas users

A set of pipes, fittings and valves shall be provided to connect the biogas system with the gas users (appliances).

Galvanized steel (G.I.) or PVC pipes and fittings can be used for this purpose. PVC can be used for all underground pipes or pipes that are protected against sun light and out of reach of the children. For all pipes that are installed above ground, they should be made from galvanized steel. Therefore it is recommended to use G.I. steel pipes for the visible part of the piping system around the biogas digester. For the main pipe connecting from biogas system to the biogas users, PVC pipe will be used and placed underground. The distribution pipes should be G.I. steel pipes or PVC pipes.

Ball valves or cock valves suitable for gas installations should be used as shutoff and isolating elements. The most reliable valves are chrome-plated ball valves.

3.7. Materials and consumables for installation and commissioning of the biogas system

The Contractor is responsible to supply sufficient materials and consumables such as soldering stick, glue for PVC piping, etc. for installation and commissioning of the supplied biogas system. The Purchaser shall not be responsible for the costs of any materials or consumables that may be occurred during equipment installation and commissioning.

The materials and consumables supplied shall be high quality and durable during the lifetime of the biogas system.

3.8. Spare parts

The Contractor shall propose a list of mandatory spare parts and materials for operation/maintenance of the biogas system for two (2) years after commissioning and handing-over the system to the cooperative farm. The spare parts and materials supplied shall be brand-new and high quality.

4. Data Sheets

The data in the "Required" column of the following tables are to be read in conjunction with the description in the Technical Specification of the Equipment, and are requirements, which the Contractor has to fulfill.

The Bidder shall copy the following data sheet, completely fill the "Offered" column, and include them in his Bid. Each data sheet initialed by the bidder.

Where the space in the "Offered" column is not sufficient to enter Bidder's information, a reference shall be made to separate sheets which are to be attached at the end of the section. Such additional" sheets shall contain the specific information and data. References to general leaflets, catalogues etc. are not acceptable and may be evaluated as missing information.

Item	Description	Technical Specifications	
		Required	Offered
1.	**Biogas Digester**		
	• Manufacturing standards	ASME/ANSI for materials of construction	
	• Type	To be proposed by the Bidder	
	• Materials of construction	Steel, coated with anticorrosive coats and painted.	
	• Volume	≥ 50 m^3	
	• Wall thickness	≥ 4 mm	
	• Insulation (if any)	To be proposed by the Bidder	
	• Working pressure	To be proposed by the Bidder	
	• Working temperature range	-30 ºC to 100 ºC	
	• Accessories:	to be proposed by the Bidder	
	- Built-in heating system for maintaining working temperature inside the digester;	Technical details to be specified by the Bidder	
	- Built-in agitating system inside the digester;	Technical details to be specified by the Bidder	
	- Indicators of feedstock loading level;	Technical details to be specified by the Bidder	

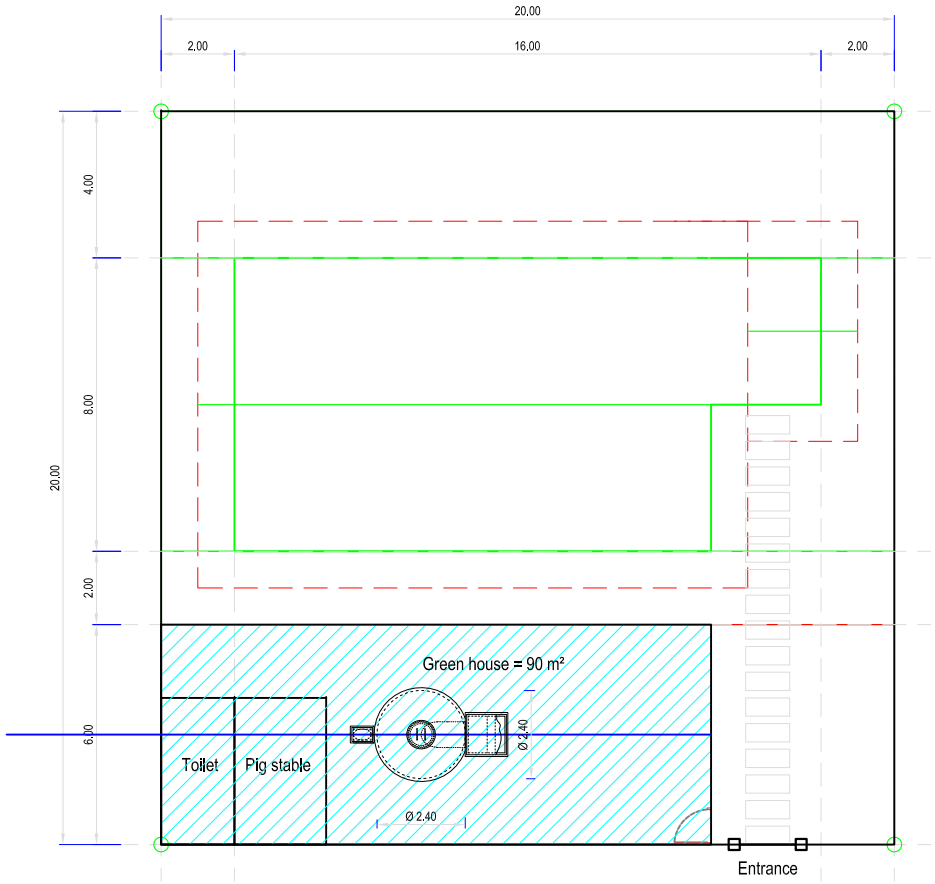
Item	Description	Technical Specifications	
		Required	Offered
	- Devices for controlling temperature and pressure inside the digester; - Safety device for preventing destruction of digester from excess pressure	Technical details to be specified by the Bidder Technical details to be specified by the Bidder	
2.	**Biogas Holder**		
	• Manufacturing standards • Type • Materials of construction • Volume • Wall thickness • Insulation (if any) • Working pressure • Working temperature range • Accessories	ASME/ANSI for materials of construction Dry type Steel, coated with anticorrosive coats and painted or equivalent ≥ 8 m^3 ≥ 8 mm To be proposed by the Bidder ≥ 8 kg/cm^2 -30 ºC to 100 ºC To be proposed by the Bidder	
3.	**Biogas collection system**		
	• Water separator with automatic gate • Hydrogen sulfide (H_2S) filter • Filter for other harmful impurities • Device for automated collection of biogas - Type - Driver's capacity - Gas rate • Gas receiver - Type - Materials of construction - Volume - Wall thickness - Insulation (if any) - Working pressure - Working temperature range • Control cabinet	Technical details to be specified by the Bidder Technical details to be specified by the Bidder Technical details to be specified by the Bidder Compressor ≥ 4 kW ≥ 0.6 m^3 of biogas per minute To be proposed by the Bidder Steel or equivalent ≥ 4 m^3 ≥ 8 mm To be proposed by the Bidder ≥ 8 kg/cm^2 -30 ºC to 100 ºC Technical details to be specified by the Bidder	
4.	**Feedstock loading system**		
	• Feeding/loading tank - Type - Materials of construction - Volume - Wall thickness - Insulation (if any) - Working pressure - Working temperature range • Accessories:	 To be proposed by the Bidder Steel or equivalent ≥ 3 m^3 ≥ 8 mm To be proposed by the Bidder ≥ 8 kg/cm^2 -30 ºC to 100 ºC Technical details to be specified	

Item	Description	Technical Specifications	
		Required	Offered
	- Built-in heating system for maintaining working temperature inside the tank; - Built-in agitating system inside the tank; - Indicators of feedstock loading level; - Devices for controlling temperature, pressure and vacuum inside the tank; - Equipment for semi-automatic loading of the feedstock to digester	by the Bidder Technical details to be specified by the Bidder Technical details to be specified by the Bidder Technical details to be specified by the Bidder Technical details to be specified by the Bidder	
5.	**Other auxiliary parts**		
	• Piping • Fittings • Valves • Indicative devices • Control devices • Safety devices • Etc.	The Contractor to list down all the auxiliary parts to be supplied and specify their quantity and technical details	
6.	**Biogas pipes, fittings and valves to connect from biogas system to the biogas users**		
	• Piping (PVC and galvanized steel pipes) • Fittings • Valves • Etc.	- The Contractor to list down all the pipes, fittings, valves, etc. to be supplied and specify their quantity and technical details; - The biogas users (appliances) consist of 4 two-burner biogas stoves and 4 biogas lamps	
7.	**Materials and consumables**		
	• Soldering stick • Glue for PVC piping • Etc.	- The Contractor to list down all the materials and consumables to be supplied and specify their quantity and technical details; - The materials and consumables shall be supplied in sufficient quantities. The Purchaser shall not be responsible for the costs of any materials or consumables that may be occurred during equipment installation and commissioning	
8.	**Spare parts**		
	• to be listed down by the Contractor	- The Contractor to list down all the mandatory spare parts to be supplied and specify their quantity and technical details;	

Item	Description	Technical Specifications	
		Required	Offered
		- The spare parts shall be supplied in sufficient quantities for two (2) years of operation and maintenance of the biogas system	

5. Reference drawings

1) Tentative location for installation of the biogas system inside the green house.



scale 1 : 150

Note :

- Installation Location : at 12 households
- Capacity of digester : 6 m³
- Green house : 60 - 100 m²

Description		
Mopung CoF	Biogas Project	
LAYOUT OF BIOGAS SYSTEM (HOUSE TYPE)		
Team Leader : Dr.Tran Quang Cu	FULL ADVANTAGE CO.,LTD. (THAILAND)	
Designer : Mr.Weerapan Kiatpakdee		

Annex VII
Bid Submission form.

To: United Nations Development Programme, DPRK

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [***please detail description of goods****]* in conformity with the said bidding documents for the sum of [***please, detail total bid amount in words and figures****]* as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of 60 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I, (***please include name and title of company representative***), acting in my capacity as the authorized representative of (***please include full name of the company***), hereby declare that all the information and statements made in this bid are true. I further declare that (***please include full name of the company***) has checked the "Lists of Items Prohibited for Export and Import from the Democratic People's Republic of Korea pursuant to Security Council Resolution 1718 (2006)" (http://www.un.org/sc/committees/1718/xportimport_list/shtml) and confirm that the items offered in the bid are not included in the said list.

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

Dated this . . . . .day of . . . . .[*year*].

. . . .
Signature [*in the capacity of*]

Duly authorised to sign the Bid for and on behalf of . . . . . .

Annex VIII.
Price Schedule

The Price Schedule must provide a detailed cost breakdown for each item. The format shown below should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.

Name of bidder:						
Item	**Description**	**Unit**	**Quantity required**	**Quantity offered**	**Unit Price**	**Subtotal**
1	Biogas digester					
2	Gas holder					
3	Biogas collection system					
4	Feedstock loading system					
5	Other auxiliary parts					
6	Biogas pipe and fittings to connect from biogas system to the biogas users					
7	Materials and consumables for installation and commissioning of the biogas system					
8	Mandatory spare parts and materials for operation/ maintenance of the biogas system for two (2) years after commissioning and handing-over the system to the cooperative farm					
9	Installation					
10	Supervision of equipment installation					
11	On-site testing, commissioning, training of operators, and hand-over of system to UNDP					

Notes:

1. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB. You may attach all technical specifications for evaluation purposes. Estimated weight/volume of the consignment must be part of the documentation submitted.

2. All prices/rates quoted shall comply with paragraph 12 of Annex 1 and must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes. Unit price should be based on CPT (Incoterms 2000) DDU, Nampo port, the Democratic People's Republic of Korea.

3. Please include delivery time expressed in calendar days. Please include estimate days for reasonable delays and export licences if required (**paragraph 10, Annex 1**).

Signature of Bidder ……..

Annex IX.
Acknowledgement Letter

(Must be submitted to be eligible for proposals submission)

Please type or print legibly & return by **April 1** via email to: **operations.dprk@undp.org**

Date: …….

UNDP DPRK Resident Representative,

Subject: **Designing, manufacturing, factory testing, and supplying of complete equipment, accessories, and materials for the biogas system for a pig farm in Mopung cooperative farm in DPRK.**

We undersigned, acknowledge receipt of your ITB and hereby confirm that:

a) ☐ we intend b) ☐ we do not intend

to submit an offer to the UNDP in DPRK **not later than 5 pm on April 12, 2012**

Names of our representative(s) designated for this engagement	1. ……; and 2. ……				
Firm/Organization's name (Offeror):					
Address:					
City:		**Country:**		**Zip:**	
Signature of Authorized Representative:					
Name:		**Title:**			
Telephone No.:		**Ext.:**		**Fax No.:**	
Email address:					