Invitation to Bid

145-2012-ITB-UNDP-BOMCA-BOMNAF

Date: 19.07.2012

Dear Sir/ Madam,

Subject: **145-2012-ITB-UNDP-BOMCA-BOMNAF - "Supply of Special Control Equipment for UNDP"**

We hereby solicit your bid for the supply of goods specified in Annexes VI and VIII of the bidding document.

1. 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

2. Interested Bidders may obtain documents and further information at the following address:

Name of Office:	UNDP Country Office in Tajikistan
E-Mail:	procurement.tj@undp.org
UNDP Tajikistan website:	www.undp.tj; www.ungm.org and www.undp.org

3. Bids should be submitted in the sealed envelope and deposited at the designated box at the entrance of the UNDP Office in Tajikistan at the following address: 39, Aini Street, Dushanbe, Tajikistan or sent to the procurement.tj@undp.org e-mail address not later than **10:00 hours local time (GMT+5)** on **03 August 2012**. The cover of the envelope should contain the following information - Bid Reference Number, the Date of Submission and the Name of the Bidder. Electronic application should clearly state the Bid Reference Number in the Subject Line of the e-mail. All bids should be duly signed and stamped. Applications that are not duly signed and stamped, as well as late bids will be disqualified automatically.

4. Bids will be opened in the presence of Bidders' Representatives, who choose to attend at the following date: **03 August 2012 at 14:00 hours local time (GMT+5)** and at the following address: 39, Aini Street, Dushanbe, Tajikistan.

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

Sincerely,

Alexander Zuev
UN Resident Coordinator
Resident Representative UNDP Tajikistan

Annex I

INSTRUCTIONS TO BIDDERS

A. Introduction

General: The UNDP invites Sealed Bids for the supply and delivery of Special Control Equipment for UNDP Border Management projects.

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.

Bidders are not eligible if:

- their participation is prohibited by the UN Security Council sanctions;
- their participation in procurement activities in the Republic of Tajikistan is prohibited on the basis of previously made violations of law on fraud and corruption.

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

B. Solicitation Documents

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

5. **Clarification of Solicitation Documents**: A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than 7 (seven) days prior to the Deadline for Bids Submission. Written copies of the response (including an explanation of the query, but without identifying the source of inquiry) will be made available to all prospective Bidders at UNDP Tajikistan website at www.undp.tj under Procurement section.

6. **Amendments of Solicitation Documents**: No later than 2 days prior to the Deadline for Bids Submission, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

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

8. **Documents Comprising the Bid:**

The Bid must comprise the following documents:

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

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 authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
(c) Brief information of the company;
(d) Documentation proving the reputation of the company - references (including address, phone number, fax number - of the referees)

9. 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.

10. **Bid Currencies/Bid Prices**: All prices shall be quoted in US dollars. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods he/she proposes to supply under the contract.

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

12. **Bid Security**: **<u>NOT REQUIRED</u>**

(a) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.

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

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

(d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.

(e) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.

(f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.

(g) The Bid Security may be forfeited:

1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
2) In the case of a successful Bidder, if the Bidder fails:

   i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
   ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

D. Submission of Bids

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

15. **Sealing and Marking of Bids**:

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

15.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address 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 16 of Instructions to Bidders.

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

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

16. **Deadline for Submission of Bids/Late Bids**:

16.1 Bids must be delivered to UNDP Tajikistan, 39 Aini Street, Dushanbe, Tajikistan 734024 on or before the date and time indicated on Invitation to Bid. The Bidder (or a courier on behalf of the Bidder) shall sign the Bid register when submitting its Bid and indicate the name of the company, date and time of Bid submission.

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

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

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

E. Opening and Evaluation of Bids

18. **Opening of Bids**:

18.1 The Purchaser will open all Bids in presence of Bidders' Representatives, who choose to attend, on **03 August 2012, at 14:00 hours local time (GMT+5), in UNDP Tajikistan at 39 Aini Street, Dushanbe**. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

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

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

18.4 The Purchaser will prepare minutes of the Bid Opening.

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

20. **Preliminary Examination**:

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

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

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

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

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

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

Evaluation Criteria	
1.1	Availability of documents proving Suppliers status as qualified Supplier (Company profile, years of experience in similar supplies, provisions of relevant authorizations and certificates)
1.2	Compliance with pricing conditions set in the ITB
1.3	Compliance with requirements relating to the product's ability to satisfy functional requirements
1.4	Compliance with Special and General Conditions specified by these Solicitation Documents
1.5	Availability of documents establishing goods conformity to solicitation documents
1.6	Proof of after-sales service capacity and appropriateness of service network
1.7	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN

F. Award of Contract

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

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

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

26. **Signing of the Purchase Order**: Within 10 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.

27. **Performance Security**: The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 10 days of receipt of the Purchase Order from the purchaser.

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

Annex II

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 ☐ French ☐ Russian ☐ If others, specify…… **English**		
Bid Price	The prices quoted shall be as per following INCOTERMS 2010 and place: **DAP Dushanbe, the Republic of Tajikistan**		
Documents Establishing Bidder's Eligibility & Qualifications	☑ **Required** **Required, as per clause 9 of the Instruction to Bidders (Annex I).**		
Bid Validity Period.	☑ **120 days from the date of bid opening**		
Bid Security	☑ **Not Required**		
Preliminary Examination – completeness of bid.	☑ **Partial bids not permitted**		
Purchaser's Right to Vary Requirements at Time of Award	☑ **25 percent increase or decrease remain unchanged**	☐ Condition waived	☐ Condition applies but change limit to …… percent.

Annex III

GENERAL TERMS AND CONDITIONS FOR GOODS

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

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

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

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

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

3. TAX EXEMPTION

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

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DAP Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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.

18. SEXUAL EXPLOITATION

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

19. OFFICIALS NOT TO BENEFIT

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

20. AUTHORITY TO MODIFY

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

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**	☐ Does not apply	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**	☐ Does not apply	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 2 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**	☑ Does not apply	a) Within 10 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.

Annex V

SCHEDULE OF REQUIREMENTS

No	Description	Compliance with Specifications (Yes/No) and exact values	Quantity, EA
1	Mobile laboratory Regula 8304 or equivalent		3
2	Passport reader Regula 7024.111 with SDK or equivalent		7
3	Document authenticity control unit Regula 4103 or equivalent		6
4	On-site training (5 days) Places: Dushanbe, Ruzvai, Tem, Ishakashim (all Tajikistan) For 5-15 participants Language: Russian		1

The Bidder submission shall include the following information:

- Products description
- Manufacturer's name
- Country of manufacturer
- Complete technical specification, including technical data sheet, brochures and catalogues
- Certificates of conformity with quality management system standards
- Time of delivery

Warranty period: **Minimum 12 months** after the goods have been put into service

Prices of the specified goods should include transportation to Dushanbe, Tajikistan based on DAP INCOTERMS 2010 terms. 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.

Manufacturer and product conformity with quality management system standards

The products supplied from manufacturers (and vendors if different from manufacturer) shall conform to the UNDP technical specifications and shall meet requirements.

Annex VI

TECHNICAL SPECIFICATIONS

Description	Technical characteristic (minimal requirements)	Unit	Qty
Mobile laboratory Regula 8304 or equivalent	Mobile Lab is developed and designed for the purposes of: - reading data from various types of documents: passports, IDs, RFID chips (e-passports), visas as well as decoding 1-D and 2-D barcodes; - controlling authenticity of security features of questioned documents using document reader, video spectral magnifier, and compact device. Complex should consists of the following major parts: · Document reader; · Spectral luminescence magnifier; · Compact device; · Examination Table; · Laptop PC. **Document reader characteristics:** - Standards of read documents – ICAO 9303, ISO 7501 - Resolution – 250 ppi - View field, mm – 125x90 (full passport page) - Reading speed, max – 5 sec - Data connection with PC – USB 2.0 Light sources: - a)White (~5400K); - b)Infrared (870nm); - c)Ultraviolet (365nm). Power supply: - Rechargeable battery, AC network, V/hz – 100..240/50 Autonomous operation, min – 4 hours	**pcs**	**3**
Operational manual	in Russian language	**pcs**	**3**
Passport reader/scanner «Regula 7024.111» or equivalent	- Full page scanning of documents in ID-1 format (identification card), ID-2 format (visa, passport-card), ID-3 (passport) in white, UV, IR and co-axial light - Reading textual information from machine-readable zone (OCR MRZ) and visual zone (OCR VIZ), reading 1D and 2D barcodes - Retrieving data from contact and contactless smart-cards (SmartCard, RFID) - Automatic verification of document security features and document data filling by analysis of textual, graphic and invisible (IPI) information in various light ranges. - Can process all documents, made in conformity with ICAO 9303 (Parts 1, 2, 3). **1. Basic SDK (Software Development Kit):** Document scanning, MRZ reading and checking, RFID reading and checking (if hardware supports this option), photo cropping, 1D/2D barcode reading, cross verification between MRZ/RFID/Barcode, B900IR check, UV dull paper check. **2 Viz OCR (O**ptical Character Recognition) software: reading data from visual part of document page (ICAO and non-ICAO standards).	**pcs**	**7**

<table>
<tr><td>Operational manual</td><td>in Russian language</td><td>pcs</td><td>7</td></tr>
<tr><td>Device For Document Examination Model Regula 4103.XX or equivalent</td><td>OPERATIONAL MODES:
1) Ultraviolet
- waive length, nm 365
- power, watt. 2x6
2) Transmitted white color
- temperature, K.....5400
- surface illumination, Lux...500
3) Oblique white colour
- temperature, R.....5500
- light intensity, Candles.....180
4) Ink magnetic properties
Maximum size of examined documents, mm.....210x300
Format of examined objects – 210x300mm (A4)
Device has X and Y dimensions scale with 1mm spacing drawn upon the object stage.</td><td>pcs</td><td>6</td></tr>
<tr><td>End-user training</td><td>For 15-18 officers of Ruzvai, Tem and Ishkashim check points on tajik-afghan border in GBAO and 10-15 officers of BG HQ and Dushanbe airport as provided in the table below
<table>
<tr><td>Training</td><td>Location</td><td>No of participants</td><td>Duration/days (without logistics)</td><td>Language</td></tr>
<tr><td>1</td><td>Ruzvai</td><td>5-6</td><td>1</td><td>Rus</td></tr>
<tr><td>2</td><td>Tem</td><td>5-6</td><td>1</td><td>Rus</td></tr>
<tr><td>3</td><td>Ishkashim</td><td>5-6</td><td>1</td><td>Rus</td></tr>
<tr><td>4</td><td>Dushanbe</td><td>10-15</td><td>2</td><td>Rus</td></tr>
</table></td><td>group</td><td>4</td></tr>
</table>

Annex VII

BID SUBMISSION FORM

To: UNDP Tajikistan

Dear Sir / Madam,

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

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

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

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

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

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

Signature: ……..

Name: ……..

Title: ……..

Company: ……..

Postal Address: ……..

Telephone No.: ……...

Fax No.: ……..

Email address: ……..

Validity of Offer:……..

Annex VIII

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.

2. 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.

3. Estimated weight/volume of the consignment must be part of the documentation submitted.

4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

5. The format shown on the following pages 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 example.

Name of Bidder: ……..

Item	Description	Unit	Quantity	Unit Price	Total Price
1	Mobile laboratory Regula 8304 or equivalent				
2	Passport reader Regula 7024.111 with SDK or equivalent				
3	Document authenticity control unit Regula 4103 or equivalent				
4	On-site training (5 days) Places: Dushanbe, Ruzvai, Tem, Ishakashim (all Tajikistan) For 5-15 participants Language: Russian				
				TOTAL:	

TOTAL: _____
(amount in figures and in written, currency of price)

Bidders are requested to quote goods based on INCOTERMS 2010:

- DAP [Dushanbe, Republic of Tajikistan]
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder ……..