INVITATION TO BID

Supply and installation of machinery equipment and machinery for Technology Transfer project

32-2014-ITB-UNDP-EEP-TT
Tajikistan

United Nations Development Programme
April, 2014

Section 1. Letter of Invitation

Dushanbe, Republic of Tajikistan
April 9, 2014

Supply and installation of machinery equipment and machinery for Technology Transfer project 32-2014-ITB-UNDP-EEP-TT

Dear Sir/Madam,

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

This ITB includes the following documents:

Section 1 – This Letter of Invitation
Section 2 – Instructions to Bidders (including Data Sheet)
Section 3 – Schedule of Requirements and Technical Specifications
Section 4 – Bid Submission Form
Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
Section 6 – Technical Bid Form
Section 7 – Price Schedule Form
Section 8 – Form for Bid Security
Section 9 – General Terms and Conditions

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

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

United Nations Development Programme
39 Aini Street, Dushanbe, Tajikistan or by email: procurement.tj@undp.org
To the attention of Norimasa Shimomura, UNDP Tajikistan Country Director

The letter should be received by UNDP no later than **02 May 2014, at 12:00 (+5:00 GMT)**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,

Norimasa Shimomura, UNDP Tajikistan Country Director

Section 2: Instruction to Bidders

Definitions

a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.

b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.

c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.

d) "*Country"* refers to the country indicated in the Data Sheet.

e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.

f) *"Day"* refers to calendar day.

g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.

h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.

i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid

j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.

k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.

l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

m) *"Schedule of Requirements and Technical Specifications"* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP's receipt and acceptance of the goods.

n) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

o) "*Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.

2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.

3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.

4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)

5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

   5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
   5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
   5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the following must be disclosed in the Bid :

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

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

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

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

B. CONTENTS OF BID

9. Sections of Bid

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

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

10. Clarification of Bid

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

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

13. Language

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

14. Bid Submission Form

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

15. Technical Bid Format and Content

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

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB,

manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

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

a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

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

15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and

reject the Bid, in the event of any or any combination of the following conditions:

a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
c) In the case the successful Bidder fails:

   i. to sign the Contract after UNDP has awarded it;
   ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
   iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

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

17. Currencies

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

17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and

c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have <u>any</u> of the following:

1. they have at least one controlling partner, director or shareholder in common; or
2. any one of them receive or have received any direct or indirect subsidy from the other/s; or
3. they have the same legal representative for purposes of this ITB; or
4. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
5. they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
6. an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

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

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must** be submitted together and sealed together in one and the same envelope, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

a) Bear the name of the Bidder;
b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24)**.**

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

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

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

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

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective

written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION".

25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF BID

28. Preliminary Examination of Bid

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

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

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

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

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

31. Responsiveness of Bid

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

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

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be

made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

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

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

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

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and

eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

Sections 2 - Instructions to Bidders

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UNDP/GEF "Technology transfer and market development for SHP in Tajikistan"
2		Title of Goods/Services/Work Required:	Supply and installation of machinery equipment for Technology Transfer project
3		Country:	Tajikistan
4	C.13	Language of the Bid:	☑ English, or ☑ Russian
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	☑ Not allowed
6	C.20	Conditions for Submitting Alternative Bid	☑ Shall not be considered
7	C.22	A pre-Bid conference will be held on:	**17 April 2014, at 14.00 hrs (GMT+5) at UNDP office in Tajikistan, 39 Aini street, Dushanbe**
8	C.21.1	Period of Bid Validity commencing on the submission date	☑ 120 days
9	B.9.5 C.15.4 b)	Bid Security	☑ Required The bid security shall be submitted in original and in favour of **UNDP** for a value of **2,500.00 USD**
10	B.9.5	Acceptable forms of Bid Security	**Bank Guarantee (See Section 8 for template)** The bidder shall provide a bid security in the form set out in section 8 of the ITB and meeting the essential requirements set out therein. The bid security shall be submitted in original and in favour of **UNDP Tajikistan, case No. 32-2014-ITB-UNDP-EEP-**

			TT. UNDP reserves the right to reject the bid security should the mentioned conditions be deemed unfulfilled.
11	B.9.5 C.15.4 a)	Validity of Bid Security	The bid security shall have a minimum validity period of **120 calendar days** from the bid opening date. Bidders must be prepared to extend the validity period by 30 days, if requested by UNDP. As soon as a contract has been awarded or in case of cancellation of the solicitation process, UNDP shall return the bid Security to all unsuccessful bidders.
12		Advanced Payment upon signing of contract	☑ Not allowed
13		Liquidated Damages	☑ Will be imposed under the following conditions: Percentage of contract price per day of delay:0.5 % Max. no. of days of delay :30 days Next course of action : penalties and terminations of contract
14	F.37	Performance Security	☑ Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	☑ United States Dollars (US$), or ☑ Tajik Somoni (TJS) *Reference date for determining UN Operational Exchange Rate : 02 May 2014*
16	B.10.1	Deadline for submitting requests for clarifications/ questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	To the attention Procurement Unit E-mail address dedicated for this purpose: ***procurement.tj@undp.org***
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	☑ Direct communication to prospective Bidders by email or fax, and Posting on the website www.undp.tj > link > Procurement (referenced case)
19	D.23.3	No. of copies of Bid that must be submitted	1 (one): One original duly marked as “Original” on the envelop

20	D.23.1 b) D.23.2 D.24	Bid submission address	**39 Aini Street., 734024, Dushanbe, Tajikistan**
21	C.21.1 D.24	Deadline of Bid Submission	Date and Time : **May 2, 2014 12:00 AM** *Local time(+5 GMT)*
22	D.23.2	Manner of Submitting Bid	☑ Courier/Hand Delivery Your bid must be addressed as follows: **United Nations Development Programme** **39 Aini Street, Dushanbe, Tajikistan** Attention: **UNDP Procurement Unit** and marked with: BID for Project.: **Supply and installation of machinery equipment and machinery for Technology Transfer project** UNDP Case No.: **32-2014-ITB-UNDP-EEP-TT** **NOT TO BE OPENED BY REGISTRY** ☑ Electronic submission of Bid (Please be aware that bids or proposals emailed to UNDP will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.)
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	☑ Official Address for e-submission: procurement.tj@undp.org ☑ Free from viruses and corrupted files ☑ Format : **PDF files only** ☑ Password must be provided to UNDP ☑ Max. File Size per transmission: 5 Mb ☑No. of copies to be transmitted : *1* ☑ Mandatory subject of email : **Supply and installation of machinery equipment for Technology Transfer project (ref: 32-2014-ITB-UNDP-EEP-TT)** ☑ Time Zone to be Recognized: +5 GMT ☑ Virus Scanning Software to be Used prior to transmission: **YES**

			☑ Other conditions: **See below the instructions for electronic submissions** **INSTRUCTION FOR ELECTRONIC SUBMISSION** The Proposer may choose to submit their proposals by e-mail to procurement.tj@undp.org. In this case the Proposer shall send scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. The Subject line of the E-mail(s) should state: **Supply and installation of machinery equipment for Technology Transfer project (ref: 32-2014-ITB-UNDP-EEP-TT**; Proposers may send as many e-mails as needed, however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission. When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the offer being rejected. **Please Note: Any bid sent to the private email addresses of any procurement staff will not be Accepted**
24	D.23.1 c)	Date, time and venue for opening of Bid	Date and Time: **May 2, 2014 2:00 PM** Venue : **At the office of UNDP Tajikistan, at the following address: 39 Aini Street, Dushanbe**
25		Evaluation method to be used in selecting the most responsive Bid	☑ Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and ☑ Lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	☑ Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ☑ **Previous experience:** A minimum of **2 purchase orders** awarded and served **within the past 3 years**

			proving relevant **international experience** in supplying the items included in this ITB. **At least one of the purchase orders / contracts shall be of an amount above U$ 100,000.** ☑ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation ☑ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ☑ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any ☑Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures ☑ **Certification or authorization to act as Agent in behalf of the Manufacturer**, or Power of Attorney, if bidder is not a manufacturer ☑ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years ☑ **Financial soundness:** Bidders shall provide documentary evidence, preferably in the form of latest available audited financial accounts proving that the total average annual turnover exceeded the amount of U$ 300,000. ☑ Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 3 years ☑ List of Bank References (Name of Bank, Location, Contact Person and Contact Details) ☑ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. ☑ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder

27		Other documents that may be Submitted to Establish Eligibility	☑ Confirmation of non-inclusion of the bidder in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	☑ Expertise of Firm/Organization ☑ Technical Specifications and Implementation Plan ☑ Management Structure and Key Personnel
29	C.15.2	Latest Expected date for commencement of Contract	May 20, 2014
30	C.15.2	Maximum Expected duration of contract	60 days
31		UNDP will award the contract to:	☑ One Bidder only
32	F.34	Criteria for the Award and Evaluation of Bid	**<u>Award Criteria</u>** ☑ Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications ☑ Compliance on the following qualification requirements : **<u>Bid Evaluation Criteria</u>** ☑ Minimum no. of years of experience in similar contracts: 3 years*;* ☑ Minimum no. of similar projects undertaken over the past 3 years: 2 projects ☑ Full compliance of Bid to the Technical Requirements; ☑ Minimum annual turnover of 300,000 USD for the past 3 years*;* ☑ Quality Inspection and Testing Certificates for the goods to be supplied; ☑ Warranty on parts and services for a minimum period of 24 months*;* ☑ Maximum percentage of supply/work that will be sub-contracted 5%*;* ☑ Acceptability of the Transportation/Delivery Schedule; ☑ Appropriateness of the Implementation Timetable to Project Schedule;
33	E.29	Post qualification Actions	☑ Verification of accuracy, correctness and

			authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; ☑ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; ☑ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; ☑ Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed; ☑ Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; ☑ Testing and sampling of completed goods similar to the requirements of UNDP, where available;
34		Conditions for Determining Contract Effectivity	n/a
35		Other Information Related to the ITB	

THE FOLLOWING **MUST** BE INCLUDED IN THE BID SUBMISSION:

A) COMMERCIAL

- **Bid submission form:** Fully completed and duly authorized (see Section 4).
- **Price Schedule form:** Fully completed and duly authorized (see Section 7).

B) SUPPLIER QUALIFICATION

The Bidder shall furnish the following information:

- **Company profile** indicating the size, number of staff, core areas of expertise and experience, number of years in the business, product range and relevance to the advertised procurement exercise.
- **Copy of company registration documents** including applicable licenses of manufacturer, distributor, trader, retailer or similar required equipment.
- **Relevant supply experience** of similar equipment of past 3 years, clearly indicating supplied product, quantities, countries and customers' contact details.

All submittals shall bear seal/marking/signature of bidder and UNDP Tajikistan may request additional supporting documentation.

Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation may be considered non-responsive and hence not be evaluated.

Sealed bids should include an ELECTRONIC COPY of the complete bid, in standard memory support, i.e. CD Rom or USB memory device. In the event of any discrepancy between the versions submitted the "original bid" shall govern.

Section 3a: Schedule of Requirements and Technical Specifications

Item/s to be Supplied	Quantity	Description/Specifications of Goods	Delivery /Installation Date	Other Information
Induction melting furnace **Индукционная плавильная печь**	**1**	- tilting furnace for zinc, aluminum or brass and bronze alloys for melting and casting - crucible capacity, 25 kg - Loading of steel / cast iron, 8 kg Loading copper and drag metals, 20 kg - graphite or SiC crucibles - manual tilt system - max. operating temperature = 1100ºC - Three phase. - hand lifting of the lid - electric heating - operating frequency range of 200 Hz - 10 kHz - Weight, about 120 kg - Mid-high voltage induction heater CAS - 1 pc. - Unit of water-cooled CAP - 1 pc. - Melting assembly, with tilting device - 1 pc. - Interblock connector cables - 1 set. - Watercooled current conductor - 1 set. - Service instruction - 1 pc. - Safety guideline - 1 pc. - наклоняющаяся печь для цинка, алюминия или латуни и бронзовые сплавы плавления и заливки. - тигель емкость 25 кг - Загрузка по стали/чугуну, 8 кг - Загрузка по меди и драг металлам, 20 кг - графитовые или SiC тигли - ручная система наклона - макс. температурный режим при работе = 1100 ºC	60 days	

		- Трех фазная. - съем крышки вручную - электрическое отопление - диапазон рабочих частот 200 Гц - 10 кГц - Масса, около 120 кг - Среднечастотный высоковольтный индукционный нагреватель СЧВ - 1 шт. - Блок водоохлаждаемой конденсаторной батареи - 1 шт. - Плавильный узел в сборе, с устройством наклона печи - 1 шт. - Межблочные соединительные кабели - 1 к-т. - Водоохлаждаемые тоководы - 1 к-т. - Инструкция по эксплуатации - 1 шт. - Инструкция по технике безопасности - 1 шт.		
CNC Plasma Cutting Machine **Станок плазменной резки**	**2**	- AutoCAD 2012 compatible software - LCD color screen controller - split or table type plasma cutting machine with dual side precision sliding system CNC TMG - cutting table model - water cooled - cutting width: 1500 mm; - cutting length: 2200- 6000 mm; - cutting thickness: 1-40mm - piercing 20mm - quality cutting 30mm - max cut off 50mm - cutting speed (12mm mild steel 1447 mm/min) - cutting current 20-130A - power 35kW, 380/400V - material to be cut: mild steel, stainless steel, aluminum, titanium, copper, marble, granite, glass, ceramic, plastic, rubber - CE marking - basic spare parts and consumables set - Совместимая программа AutoCAD 2012		

серии с ЧПУ		- Контроллер с цветным ЖК-экраном - Сборная или настольная машина плазменной с двойной точной системой скольжения CNC TMG - Модель платформенной жатки - водяное охлаждение - Ширина резки: 1500 мм; - Длина резки: 2200 - 6000 мм; - Толщина резки: 1-40мм - Пирсинг 20мм - Качество резки 30мм - Макс. резка 50мм - Скорость резания (12 мм мягкой стали 1447 мм / мин) - Ток резки 20-130А - Мощность 35кВт, 380/400В - Материал для резки: сталь, нержавеющая сталь, алюминий, титан, медь, мрамор, гранит, стекло, керамика, пластик, резина - Маркировка CE - Комплект основных запасных частей и материалов		
3 rolls asymmetrical plate bending machines **3-х вальцовый ассиметричный листогибочный станок**	**1**	- minimum working length 1500 mm - minimum bending diameter 200 mm - minimum plate thickness 8 mm - prebending possibility - Induction hardened rolls - cone bending device - rolls are produced by special steel - machine designed in asymmetrical working principle. - minimum working length 1500 mm - minimum bending diameter 200 mm - minimum plate thickness 8 mm - separate control panel - suitable for CE - Рабочая длина минимальная 1500 мм - минимальный диаметр изгиба 200 мм - минимальная толщина		

		пластины 8 мм - возможность предварительной подгибки - Индукционные закаленные валки - устройство конической гибки - рулоны изготавливаются из специальной стали - машина, предназначенная для асимметричного принципа работы. - минимальная рабочая длина 1500 мм - минимальный диаметр изгиба 200 мм - минимальная толщина пластины 8 мм - отдельный шкаф управления - совместимый с CE		
High Speed Steel Lathe Tools **Быстрорежущие Токарные станки для инструментальной стали**	**8**	- Suitable for turning most materials including wood, plastic, aluminum, brass, steel and cast iron. - Tools can be re-ground on a standard grinding wheel. - Dimensions 25mm x 25mm x 150mm - This set comprises the following: Left hand turning tool Right hand turning tool Straight finishing (60/55deg) Corner tool Parting tool Boring tool Threading (60/55deg) Internal threading(60/55deg) - Very high quality high speed steel lathe tools, with a wide range of different applications. - Подходит для токарной обработки большинства материалов, включая дерево, пластик, алюминий, латунь, сталь и чугун. - Инструменты могут быть заточены на стандартном шлифовальном круге. - Размеры 25мм x 25мм x 150м		

		- Этот комплект включает следующее: Левый токарный резец Правый токарный резец Чистовой островершинный резец (60/55dгр.) Угловой резец Отрезной резец Расточный резец Резьбонарезание (60/55гр.) Внутренне резьбонарезание (60/55гр.) - Токарные резцы быстрорежущей стали очень высокого качества, с широким диапазоном различных приложений.		
Welding apparatus digitally controlled TIG AC/DC	**2**	- Mains voltage 50 - 60 Hz 3 x 400 V - Mains voltage tolerance +/- 15 % - Mains fuse protection (slow) 3 x 400 V16 A - Primary cont. power 3 x 400 V - 100 % d.c 4,5 kVA Cos phi 10,99 - Welding current three-phase TIG 3 – 250 A - Welding current three-phase MMA 10 - 250 A - Welding current single-phase TIG 3 - 220 A - Welding current single-phase MMA 10 - 180 A - Welding current at 10 min / 40 °C 40 % d.c. at 250 A 100 % d.c. at 170 A - Open-circuit voltage89 V - Standardized working voltage TIG 10,1 - 20,0 V - Standardised working voltage MMA 20,4 - 30,0 V - Ignition voltage (Up)* 10 kV - Type of cooling / insulation class AF / B - Weight maximum 27 kg - Marks of conformity CE - Protection IP 23 - Fully equipped with cables (torch and lead assembly) and spare parts - Consumables 150kg		

Сварочный аппарат с цифровым управлением TIG AC / DC		- Напряжение сети 50 - 60 Гц 3 х 400 В - Допустимое отклонение напряжения питающей сети +/ - 15% - Защита предохранителя ввода (медленный) 3 х 400 V16 A - Мощность первичного регулирования 3 х 400 В - 100% п.т 4,5 кВА - Коэффициент мощности 10,99 - Сварочный ток трехфазного аппарата TIG 3 - 250 - Сварочный ток трехфазного аппарата MMA 10 - 250 - Сварочный ток однофазного аппарата TIG 3 - 220 - Сварочный ток однофазного аппарата MMA 10 - 180 - Сварочный ток при 10 мин / 40°C 40% п.т. при 250 100% п.т. при 170 - Напряжение холостого хода 89 V - Стандартное рабочее напряжение сварочного аппарата TIG 10,1 - 20,0 V - Стандартное рабочее напряжение сварочного аппарата MMA 20,4 - 30,0 V - Напряжение возникновения разряда (Up)* 10 кВ - Тип охлаждения / класс изоляции AF / B - Максимальный вес 27 кг - Знаки соответствия стандарту CE - Степень защиты IP 23 - Полностью оборудованный кабелями (электродержатель и свинцовая сборка) и запасными частями - Расходные материалы 150кг		
Welding machine for basic and cellulose electrodes up to 5 mm, fully digital controlled light and robust	**2**	- Voltage 3 x 380 - 460 V - Cos phi 0,99 - Welding current range, electrode 10-350 A - Duty cycle at 10 min/40° C 35 % d.c. at 350 A		

construction. **Сварочный аппарат для специальных электродов диаметром до 5 мм, полностью цифровое управление светом и прочная конструкция.**		- Open-circuit voltage 90 V - Working voltage Electrode 20 - 30 V - Protection IP 23 - Weight around 18kg - Cables connectors and other equipment - Welding self-polarized glass mask - Electrode set 5000pcs**.** - Напряжение 3 x 380 - 460 В - Коэффициент мощности 0,99 - Диапазон сварочного тока, электрод 10-350 А - Рабочий цикл при 10 мин/40°C 35% п.т. при 350 - Напряжение холостого хода 90 В - Рабочее напряжение электрода 20 - 30 V - Степень защиты IP 23 - Вес около 18 кг - Кабельные колодки и другое оборудование - Маска сварщика с поляризованной пленкой - Комплект электродов 5000шт.		
Welding machine for basic and cellulose electrodes up to 4 mm, fully digital controlled light and robust construction **Сварочный аппарат для основных и целлюлозных электродов диаметром до 4 мм, полностью**	**2**	- Voltage 220/240VV - Welding current range, electrode 10-250 A - Duty cycle at 10 min/40° C 35 % d.c. at 350 A - Open-circuit voltage 60 V - Working voltage Electrode 15-30 V - Protection IP 23 - Weight around 5kg - Cables connectors and other equipment - Welding self-polarized glass mask - Electrode set 1000pcs - Напряжение 220/240ВВ - Диапазон сварочного тока, электрод 10-250 А - Рабочий цикл при 10 min/40°C 35% п.т. при 350 А - Напряжение холостого хода 60 В		

цифровое управление светом и прочная конструкция		- Рабочее напряжение электрода 15-30 В - Степень защиты IP 23 - Вес около 5 кг - Кабельные колодки и другое оборудование - Маска сварщика с поляризованной пленкой - Комплект электродов 1000шт		

Name of Bidder: _____

Authorized signature: _____

Name of authorized signatory:_____

Functional Title: _____

Section 4: Bid Submission Form

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

Insert: Location
Insert: Date

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

Dear Sir/Madam:

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

We hereby declare that :

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____
Name of Firm: _____
Contact Details: _____

[please mark this letter with your corporate seal, if available]

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

Bidder Information Form[1]

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

Page _____of _____ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*		
2. In case of Joint Venture (JV), legal name of each party: *[insert legal name of each party in JV]*		
3. Actual or intended Country/ies of Registration/Operation: *[insert actual or intended Country of Registration]*		
4. Year of Registration in its Location: *[insert Bidder's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation:*[insert Bidder's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? ☐ YES or ☐ NO		
14. Attached are copies of original documents of: ☐ All eligibility document requirements listed in the Data Sheet ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

Joint Venture Partner Information Form (if Registered)[2]

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

Page _____ of _____ pages

1. Bidder's Legal Name: *[insert Bidder's legal name]*		
2. JV's Party legal name: *[insert JV's Party legal name]*		
3. JV's Party Country of Registration: *[insert JV's Party country of registration]*		
4. Year of Registration: *[insert Party's year of registration]*		
5. Countries of Operation	6. No. of staff in each Country	7.Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: *[insert Party's legal address in country of registration]*		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) :Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: *[insert name of JV's Party authorized representative]* Address: *[insert address of JV's Party authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]* Email Address: *[insert email address of JV's Party authorized representative]*		
14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ All eligibility document requirements listed in the Data Sheet ☐ Articles of Incorporation or Registration of firm named in 2. ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

Section 6: Technical Bid Form

Supply and installation of machinery equipment for Technology Transfer Project

(ref: 32-2014-ITB-UNDP-EEP-TT)

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last three (3) years which are related or relevant to those required for this Contract.

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

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

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

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

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

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

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: *Highlight experience in the region and on similar projects.*		
Relevant Experience (From most recent):		
Period: From – To	**Name of activity/ Project/ funding organisation, if applicable:**	**Job Title and Activities undertaken/Description of actual role performed:**
e.g. June 2010-January 2011		
Etc.		
Etc.		
References (minimum of 3):	*Name* *Designation* *Organization* *Contact Information – Address; Phone; Email; etc.*	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

_____

_____

Signature of the Nominated Team Leader/Member Date Signed

Section 7: Price Schedule Form

Must be duly completed by the Bidder and returned with the Bid. Supplementary information shall be attached according to the requirements herein. PRICE SCHEDULE

Currency: **USD or any other convertible currency**

	Commodities as per specifications in Section 3 (Schedule of Requirements and Technical Specifications)	**Q-ty**	**Total Price**
1	**Induction meltig furnace** Индукционная плавильная печь	**1**	
2	**CNC Plasma Cutting Machine** Станок плазменной резки серии с ЧПУ	**2**	
3	**3 rolls asymmetrical plate bending machines** 3-х вальцовый ассиметричный листогибочный станок	**1**	
4	**High Speed Steel Lathe Tools** Быстрорежущие Токарные станки для инструментальной стали	**8**	
5	**Welding apparatus digitally controlled TIG AC/DC** Сварочный аппарат с цифровым управлением TIG AC / DC	**2**	
6	**Welding machine for basic and cellulose electrodes up to 5 mm, fully digital controlled light and robust construction.** Сварочный аппарат для специальных электродов диаметром до 5 мм, полностью цифровое управление светом и прочная конструкция.	**2**	
7	**Welding machine for basic and cellulose electrodes up to 4 mm, fully digital controlled light and robust construction** Сварочный аппарат для основных и целлюлозных электродов диаметром до 4 мм, полностью цифровое управление светом и прочная конструкция	**2**	
	BID TOTAL		
	Transportation cost to Dushanbe		
	Installation and commissioning		
	GRAND TOTAL		

Estimated weight and volume (shipping dimensions)	**kg** **m3***
Estimated Shipping dimensions:	
Estimated Number of 40'/20' Containers	
Incoterm Delivery time: **Please state the offered delivery period for the equipment required in 6-8 weeks from the time of issuance of the Purchase Order:**	
Country/s of Origin:	

UNDP Tajikistan may wish to procure the same equipment again in future. Therefore, suppliers are requested to grant UNDP Tajikistan the right to procure additional identical equipment at the same price and conditions within the period of 12 months from the deadline of this ITB.

YES____NO____

Name of Bidder: _____

Authorised signature: _____

Name of authorised signatory: _____Functional Title: _____

Section 8: FORM FOR BID SECURITY

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

To: UNDP Country Office, 39 Aini Street, Dushanbe, Tajikistan

WHEREAS [*name and address of Contractor*] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated Click here to enter a date. , to deliver goods and execute related services for **Supply and installation of machinery equipment and machinery for Technology Transfer project (32-2014-ITB-UNDP-EEP-TT)** (hereinafter called "the Bid"):

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

a) Fails to sign the Contract after UNDP has awarded it;
b) Withdraws its Bid after the date of the opening of the Bid;
c) Fails to comply with UNDP's variation of requirement, as per ITB Section F.3; or
d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date .....

Name of Bank .....

Address .....

Section 9: General Terms and Conditions

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 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.

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.

19.0 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.