



Invitation to Bid

Date: May 27, 2010

Subject: Procurement of Thermal Fogger

Dear Sir/Madam,

1. We hereby solicit your bid for the supply of following goods.
25 units thermal fogger

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 further information, only in writing at the organization's mailing address, email or fax number indicated below. Please note that your inquiries should be sent two weeks before the closing date of bidding. Please indicate on the envelope: INQUIRY FOR THERMAL FOGGER; ATTN:GFATM PROCUREMENT UNIT.

Name of Office: United Nations Development Programme/ Procurement Unit
Address: No.8, Shahrzad Blvd., Darrous, Tehran, 1948773911, Iran
Fax: +98 21 2286 9547
Email: Mr. Demis Koucharian at demis.koucharian@undp.org

3. Bids must be delivered to the above office on or before 12 noon of 23rd of June 2010, Tehran time.
4. Bids must be submitted in the sealed envelopes (for more details please see the Annex I, Instructions to Bidders). For instruction on marking the envelopes please refer to Annex I. Instructions to Bidders.

5. Partial, incomplete and late bids shall be rejected. Please note that UNDP will not be responsible for postal delays in the delivery of the bid documents or non-receipt of the same.
6. Bids will be opened in the presence of Bidders' Representatives, who choose to attend at the above address, on June 23rd, 2010 at 2 p.m.
7. Companies interested in participation at the bid opening session should confirm in writing to UNDP/Procurement Unit or email Mr. Demis Koucharian (demis.koucharian@undp.org) before bid closing date.
8. Bidders are requested to submit printed colour brochure of the offered equipment with full description and specification which are in compliance with the Technical Specification in Annex VI, and for which bids are submitted.
9. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,



Negar Arefi

Deputy to Portfolio Coordinator (Operations)/
Head of Procurement (GF grants)

Annex I

INSTRUCTIONS TO BIDDERS

A. Introduction

Background:

In line with the activities of the Global Fund project in Iran to control Malaria in country (Round 7), Thermal foggers are used in districted areas across the country for spraying insecticides. UNDP Iran as the Principal Recipient of the grant is responsible for procurement of the project hence invites interested suppliers to submit their bids.

1. **General:** The Procuring entity invites Sealed Bids for the supply of goods to the UN system.
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the Procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to the bidders who have informed UNDP, in writing, through the fax number, mailing address or email on the cover letter that they have received the Solicitation Documents and intend to participate in the bidding process.
6. **Amendments of Solicitation Documents:** No later than two weeks prior to the Deadline for Submission of Bids, the Procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have 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 English.

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) Company's profile
- (b) List of similar contracts (references).
- (c) A Bid Submission form (Annex VII)

- (d) A Price Schedule completed in accordance with the Annexures V, VI and VII and clause 11 of Instructions to Bidders;
- (e) 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,
- (f) 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;
- (g) Brochure with detailed description and specification of the product for which bid is submitted;
- (h) Copy of Certificates of quality standards e.g. ISO, CE.
- (i) Manufacturer's authorization, if manufacturer is different from Bidder.

9. Documents Establishing Bidder's Eligibility and Qualifications:

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

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination. In addition, the Bidder should provide company profile, list of similar contracts in the last two years, quality related certificates, documents related to financial/economic reliability (e.g. bank statement, audit report)
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract. These documents should include but not limit to company profile, list of similar contracts in the last two years, quality related certificates, documents related to financial/economic reliability (e.g. bank statement, audit report)

10. 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.

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

12. **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.

13. **Bid Security is not required**

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 authorised to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or

overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be 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 Procuring entity at the address given in cover letter of these Solicitation Documents; and
- (b) mark envelopes as “**BID FOR THERMAL FOGGER**”, and a statement: “**DO NOT OPEN BEFORE JUNE 23rd, 2010, 2 p.m. Tehran Time**”, to be completed with the time and the date specified in cover letter 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 Procuring entity 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 the office on or before the date and time specified in cover letter of these Solicitation Documents.

16.2 The Procuring entity 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 Procuring entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Procuring entity 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 Procuring entity will open all Bids in the presence of Bidders’ Representatives who choose to attend, at the time, on the date, and at the place specified in cover letter of this Solicitation Document. 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 such other details as the Procuring entity, 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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, all Bid prices should be submitted in Euro.
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	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the Procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

F. Award of Contract

23. **Award Criteria:** The Procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Procuring entity 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 Procuring entity's action.
24. **Procuring entity's Right to Vary Requirements at Time of Award:** The Procuring entity's reserves the right at the time of making the award of contract to increase or decrease by up to 15 % 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 Procuring entity 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 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the Procuring entity.
27. **Performance Security:** Is not required. Please see Annex IV.

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
Bid Price	The prices quoted shall be in Euro as per following INCOTERMS 2000 and place: CIP, Tehran
Documents Establishing Bidder's Eligibility & Qualifications (Clause 9)	Required.
Documents Establishing Goods' Conformity to Bidding Documents (Clause 10)	Required.
Bid Validity Period.	<u>120 days</u>
Bid Security	Not required.
Preliminary Examination – completeness of bid.	Partial bids not permitted.
Procuring entity's Right to Vary Requirements at Time of Award	15 percent increase or decrease. Unit price should remain unchanged.
Compliance with any other clause required?	Full compliance with all clauses in Annex I is required.

Annex III

General Terms and Conditions for Goods

Please note that the General Terms and Conditions for Goods will be an integral part of the Purchase Order and the bidders shall fully comply with the provisions of this document.

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. (Please note that the provision on performance security in Special conditions attached hereto as Annex IV will supersede article 2.1.1)
- 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 CIP Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export 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. 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.

Guarantee
If, within the goods guarantee period, <u>which must not be less than 12 months</u> , 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. The guarantee period, then shall be extended for the period the Procuring entity has not been able to use the goods. The supplier shall bear all costs related to the repair and replacement of the rejected goods.
Spare Parts
The Supplier shall warrant that the spare parts could be provided for at least next three years if needed.
Liquidated damages
If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Procuring entity shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Procuring entity may consider termination of the Purchase Order.
Performance security
Apart from other payment terms in Purchase Order which will be negotiated and agreed upon between the Procuring UN entity and the successful bidder, 10% of the price of the goods will be paid after issuance of Satisfactory Certificate of Inspection and Testing by the Procuring UN entity.

Annex V

Schedule of Requirements

Required item: Thermal Fogger

Type	Quantity
Thermal Fogger	25Units

Delivery schedule not more than **three months** after placing the order (including shipment period)

Delivery term: INCOTERMS 2000: **CIP Tehran**

Annex VI

Technical Specifications

1- Technical specification

Empty weight in kg: 6 to 10 KG
Dimension in cm Approx: 130 X 30 X 30
Solution tank Capacity: 5.5 – 6.5 L
Fuel tank Capacity Approx (enough to work for three hours): 1-2 L
Fuel Consumption Approx: 1 L/H
Average flow rate in l/h of oil based formulations; Approx: 20
Max flow rate in L/H of oil based formulations; Approx: 40
Flow rate with water in L/H; Approx: 10
Effective horizontal reach of water based formulation in meter, Approx: 10
Power: 6 -12 V

2- Pressure release devices

If the tank pressurized at more than 50 kpa, the device should be capable to depressurize the tank before the tank is opened

3- Sprayer performance

A: Leakage, during transportation and also normal operation the sprayer must be leak proof in all components
B: Noise Level, the equipment shall be labeled to indicate the need for ear protection if the noise level exceed 85 db

4- Spare part

Availability of spare parts upon request

5- Packaging

Ship-worthy packaging in palletted wooden crates and protective foam ensuring safe shipment and storage

6- Labeling

Name of manufacturer, country of origin, approvals
(Details of labeling may be subject to change at the time of award of purchase order)

Annex VII

BID/PROPOSAL SUBMISSION FORM

To: UNDP Procuring Unit

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver “Thermal Fogger” in conformity with the said bidding documents for the sum of 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 minimum 120 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 2010.

.....
Signature and stamp

.....
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of

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 Procuring entity 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 examples.

Name of Bidder:.....					
Item	Description*	Unit	Unit Price (Euro) **	Quantity Required	Total Price per item (Euro)
1	Thermal Fogger	Set		25	
GRAND TOTAL (Euro)					

* Technical description for each offered item must contain sufficient information by which Procuring entity can identify the compliance of the offer with the specification provided in Annex VI, Technical Specification.

** Unit price should be based on Incoterms CIP Tehran, Iran.

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature and stamp of Bidder