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## Invitation to Bid

Date: 25 January 2012

Dear Sir/Madam,

Subject: Procurement of Hand-Operated Compression Sprayers for Indoor Residual Spraying (IRS) for Malaria Vector Control in Iran

1. We hereby solicit your bid for the supply of following goods.

### **Hand-Operated Compression Sprayers**

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

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	General Terms and Conditions
Annex IV.	Special Conditions
Annex V.	Schedule of Requirements
Annex VI.	Technical Specifications
Annex VII.	Bid Submission Form
Annex VIII.	Price Schedule
Annex IX.	Checklist to be used by bidders for submission (please return a complete copy)

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 on: **Hand-Operated Compression Sprayers**

Name of Office: United Nations Development Programme/ Procurement Unit  
Address: No. 8, Shahrzad Blvd., Darrou, Tehran, 1948773911, Iran  
Fax: + 98 21 2286 9547

3. Bids must be delivered to the above office on or before **12 noon on February 22, 2012 Tehran time.** Late bids shall be rejected.
4. Bids must be submitted in sealed envelopes (for more details please see the Annex I, Instructions to Bidders)
5. For instruction on marking the envelopes please refer to Annex I. Instructions to Bidders.
6. 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.
7. Bids will be opened in the presence of Bidders' Representatives, who choose to attend at the above address, on February 22, 2012, 2 p.m. in UNDP's Conference Room in UN Common Premise at above address.
8. Bidders are requested to submit brochure of the offered products and full description and specification which are in compliance with the Technical Specification in Annex VI, and for which bids are submitted.
9. The answers to inquiries or any modification to this ITB will be published in UNDP Procurement Notice Website and United Nations Global Marketplace Website. Offerors are encouraged to regularly re-visit the websites for any update or additional information until one week before the closing date of the bid.
10. Offerors interested in participation at the bid opening session should confirm in writing to UNDP/Procurement Unit or email to: Mr. Demis Koucharian at [demis.koucharian@undp.org](mailto:demis.koucharian@undp.org) before bid closing date. The offerors may authorize a local agent or the concerned Embassy as their representative.
11. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

  
Negar Arefi

Head of Operations (Global Fund Grants)

# Annex I

## INSTRUCTIONS TO BIDDERS

### A. Introduction

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

### B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. 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 all prospective Bidders that received the Solicitation Documents.
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 in the language indicated on the Bid Data Sheet.

### 8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexures V, VI and VIII and clause 12 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 11 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;
- (e) color – printed brochures with full Technical Specification in Annex VI, and for which bids are submitted.

## 9. Documents Establishing Bidder's Eligibility and Qualifications:

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

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- These documents should include but not limited to company profile, Company registration documents, 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. Export License:

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

The bidder/vendor shall include in their proposal:

- (a) A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;
- (b) Confirmation that the bidder has obtained licenses of this nature in the past and has an expectation of obtaining all the necessary licenses should their bid be successful.

## 11. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.
- (c) Provide all quality control certificates
- (d) Brochure and technical instruction

**12. 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.

**13. 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 15 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 19 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

**14. Bid Security (Not applicable if the total amount of your offer is below 300,000 USD or 219,300 Euro)**

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 2 % of the Offer Value.

- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 14(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
  - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
  - ii. cashier's cheque, or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 14 a) and 14 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 19 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 13 of instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 27 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 28 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
  - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
  - 2) In the case of a successful Bidder, if the Bidder fails:
    - i. to sign the Purchase Order in accordance with Clause 27 of Instructions to Bidders, or,
    - ii. to furnish Performance Security in accordance with Clause 28 of Instructions to Bidders.

#### **D. Submission of Bids**

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

#### **16. Sealing and Marking of Bids:**

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

16.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in Section 2 of the Cover Letter of these Solicitation Documents; and
- (b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "DO NOT OPEN BEFORE [TO BE COMPLETED WITH DATE AND TIME OF BID OPENING AS MENTIONED IN SECTION 7 OF COVER LETTER OF THIS SOLICITATION DOCUMENT]" for Bid Opening pursuant to clause 16 of Instructions to Bidders.

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

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

## **17. Deadline for Submission of Bids/Late Bids:**

17.1 Bids must be delivered to the office on or before the date and time specified in section 3 of Cover Letter of these Solicitation Documents.

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

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

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

## **E. Opening and Evaluation of Bids**

### **19. Opening of Bids:**

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

19.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 19 of Instructions to Bidders.

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

19.4 The Purchaser will prepare minutes of the Bid Opening.

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

### **21. Preliminary Examination:**

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

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

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

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

**22. Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids. (This item is not applicable as all the financial offers are to be in Euro for this bid)

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

<b>Evaluation Criteria</b>	
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, availability of certified local agent in Iran.

#### **F. Award of Contract**

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

**25. Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

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

**27. Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.

**28. Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the purchaser. For details please see Annex IV, Special Conditions.

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

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

## 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 <u>Euro</u> 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.	120 days
Bid Security	If offered price is above 300,000 USD/232,200 Euro (see Item 14 in Annex I)
Preliminary Examination – completeness of bid.	Partial bids are <u>not</u> 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 all Annexes 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.

**Acceptance of Purchase Order:**

The resulting 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 the 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 the 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.

**A Performance Security:**

The successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value (in the same currency). The Performance Security shall be valid for 30 days longer than the entire contract period, including (but not limited to) manufacture, delivery, installation, training and warranty obligations. To that purpose, a certificate of satisfactory installation, commissioning and training, signed by the customer, will be provided to UNDP/PSO. The Security shall be received by the Purchaser within 30 days of receipt of the Purchase Order.

The Performance Security shall be in one of the following forms:

- (1) A bank guarantee, issued by a reputable bank in the form provided in this ITB; or
- (2) An irrevocable standby letter of credit.

The Performance Security shall permit the beneficiary to draw on it in any international location..

**Liquidated damages:**

If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.

**Guaranty / warranty:**

If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.

In addition, five years after-sales service including providing spare part and repair through certified local agent is required. The bidder is requested to provide name, address and contact information of the local agent(s).

## **Annex V**

### **Schedule of Requirements**

Required item: **Hand-Operated Compression Sprayers for Indoor Residual Spraying (IRS)**

Quantity: **1,000 sets**

Guaranty/Warranty: **One year guaranty and five years warranty through local certified agent**

Delivery schedule: not later than **60 days after placing the order**

Delivery term: Incoterms 2000: **CIP Tehran**

## **Annex VI**

### **Technical Specification**

The following requirements, relevant conditions, and standards must be satisfied for the offered products, regardless of whether the bidder is the manufacturer, dealer, agent, trader, etc.

#### **Scope of supply:**

Hand-Operated Compression Sprayers for Indoor Residual Spraying (IRS)  
Total Quantity: 1,000 Units

#### **Technical specification and requirements:**

##### **Hand Operated Compression Sprayer for Malaria vector control**

- Type: Shoulder-slung
- Application: Insecticide residual spraying and larviciding
- Tank Capacity (liquid): actual capacity 10 Liters
- Tank Material: Stainless steel
- Empty Weight: Max 8 Kg.
- Discharge Volume: approx. 770 ml/min at 2.8 kg/ cm<sup>2</sup>
- Angle of spray: the nozzle should produce a spray with angle of 80 degree

##### **Certificates**

- Quality control certificate form WHO collaborating center
- CE, ISO 9001:2000 and other related quality certificates

##### **Brochure and Catalogues**

- Specifications, detailed technical information, data sheet, and other relevant documents.;
- Safety and environmental information, conditions and requirements (if any);
- Detailed operation manual and instructions in English (mandatory) and Farsi (highly desired) for the offered products.

##### **Packing and labeling**

- Packaging, marking and labeling of the offered products must withstand transport, handling and the climatic and storage conditions to which they will be exposed during transit and at the final destination
- Product marks/labels should conform to the Purchase Order instructions and at a minimum clearly indicate in English language the following:
  - a) Product name
  - b) Packing unit number
  - c) Weight and volume
  - d) General instruction for safe handling, storage, transport and use
  - e) Name, address of manufacturer, distributor and/or agent
  - f) Any other specific and/or necessary instructions
  - g) Hazardous goods information as per UN Recommendations on the Transport of Dangerous Goods (UN number; proper shipping name; class or division (and sub risk if any); etc).

**After sales service, guaranty and warranty**

- Having certified local agent in Iran for after sales services for five years
- One year full guarantee
- Five years warranty for providing spare parts, services and repairs by local agent
- Complete information and documentation is required for local agent (authorization by manufacturer, name, address and full contact details)

**Sample testing**

- Procurement Unit may request the offeror to provide UNDP with sample/s with full technical instruction and manual for testing.

## 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 “**Hand Operated Compression Sprayer for Malaria vector control**” in conformity with the said bidding documents for the sum of [*total bid amount in words and figures*] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of [*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 . . . . [*year*].

.....  
Signature

.....  
[*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	Hand Operated Compression Sprayer for Malaria vector control	Unit		1,000	
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 2000 - CIP Tehran, Iran.

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

Signature of Bidder .....

## Annex IX: Submission Check-list for bidders

(The submission shall be including, but not limited to the following documents)

Items	Checked & submitted
Bid Submission Form: Annex VII (completed, signed and stamped)	
Price schedule: Annex VIII (completed, signed and stamped)	
Technical specification and brochures to demonstrate Goods Conformity	
Profile of the Firm/Org (completed and stamped)	
Legal and registration documents of firm/organization	
Detailed information about the manufacturing facilities including name, address	
Manufacturer's Authorization (if offeror is not the same as manufacturer of the product)	
Reference Letters (If applicable)	
Bid Security (please see Item 14 in Annex I)	
Export license (please see Item 10 in Annex I)	
The documentary evidence of the Bidder's financial capacity (Financial Statement & Audit report ) to demonstrate financial soundness of the company)(Please see Item 9 in Annex 1)	
<p>Documentary evidence with regard to quality certificates (national or international) and quality assurance and compliance with the specifications submitted by the offeror which may include (but not limited to) the following:</p> <ul style="list-style-type: none"> <li>- Quality Control certificate form WHO collaborating center</li> <li>- CE</li> <li>- ISO 9001:2000</li> <li>- Any other relevant documentary evidence of quality assurance of the offered product</li> </ul>	
Bidder's Statement Regarding Deviations/Non-Compliance- Any departure from the provisions of supply requirements and specifications in Annex V shall be disclosed in the Bidder's Statement Regarding Deviations/Non Compliance. In case of no deviations, for clarity please state 'no deviations'.	
<p>Documentary evidence and information about the registration status of the offered product in Iran as well as other countries in the form of:</p> <ul style="list-style-type: none"> <li>- Certificate of registration</li> <li>- Certificate for Free Sale or Export License is to be provided by the supplier at the time of delivery.</li> </ul>	
Submission check:	
Bid is properly sealed	
Envelope has been properly marked with the name of case	
Name and address of offeror has been correctly marked on envelopes	
Language of bid is as requested (English)	
Hardcopy one (1) original and one (1) copy	
Documents and envelopes shall be marked "Original" and "Copy" as applicable	