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United Nations Office on Drugs and Crime



Invitation to Bid

Date: 6 May 2012

Dear Sir/Madam,

Subject: Procurement of LED Search Light/Torch by UNODC - Pakistan

1. We hereby solicit your bid for the supply of following goods/items.
 - a. **LED Search Light/Torch**
 - b. **Long-term agreement (LTA)** to deliver goods and services as listed under annex-V1, **for one year duration.**

2. 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.	Standard format for the Long-term agreement (LTA)

3. Interested Bidders may obtain further information at the following address:

Contact Person: Mr. Samee Ullah, Procurement Officer
Name of Office & Address: United Nations Office on Drugs and Crime, Plot No. 5 – 11, Diplomatic Enclave, G-4, Islamabad-44000, Pakistan.
Telephone & Fax: 051-2601461/62 Ext:123 Fax:051-2601469
E-Mail: samee.ullah@unodc.org

4. Bids must be delivered to the above office on or before **Close of Business i.e. 1645 hrs on 21 May, 2012.** Late bids shall be rejected. All prices shall be quoted in Pak Rupee without any duties/taxes. Quotes other than Pak Rupees may be disqualified. **All prices should be for ONE YEAR PERIOD which will be stipulated in the Long Terms Agreement (LTA).** UNODC will furnish the Exemption Certificate to successful Bidder, where applicable.
5. Bidder will be required submit **SAMPLES** well before **23 May, 2012**
6. Bids will be opened **on 22 May, 2012 at 10:30am hours by UNODC/UNDP Procurement Committee**
7. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

Jeremy Douglas
Representative



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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:**
 - (i) 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.
 - (ii) Bidders should either be the manufacturers or authorized dealers/ retailer of the product they bid for.
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 one week 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 one week 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) Bid Submission form;
- (b) Price Schedule completed in accordance with the Annexures V, VI and VIII and clause 11 of Instructions to Bidders;



- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

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.

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 **Pak Rupees**. 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.

D. Submission of Bids

13. 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.

14. Sealing and Marking of Bids:

14.1 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.

14.2 The inner and outer envelopes shall:

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



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- (b) make reference to the “subject” indicated in section I of these Solicitation Documents, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

14.3 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”.

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

15. Deadline for Submission of Bids/Late Bids:

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

15.2 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.

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

16. 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

17. Opening of Bids:

17.1 The bids be opened in the presence of the members of purchase committee of United Nations Office on Drugs and Crime and a representative from United Nations Development Programme in Pakistan on the time, date, and place specified in section I of this Solicitation Document..

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

17.3 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.

17.4 The Purchaser will prepare minutes of the Bid Opening.

18. 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.

19. Preliminary Examination:

19.1 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.



19.2 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.

19.3 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.

19.4 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.

20. 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 delivery 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	Provision of samples against each quoted item
1.7	Compliance with 'Eligible Bidders' conditions set in the ITB
1.8	Price validity for ONE YEAR duration and execution of LTA
1.9	Proof of manufacturing, import, stocking of required goods/items
2	Proof having availability of manufacturing unit/factory and technical labor, where applicable
2.1	Quoted price in Pak Rupees
2.2	Submission of unconditional quote in compliance with ITB
2.3	Compliance for acceptance of payment terms i.e. 30 days net after delivery and acceptance
2.4	Access to factory, warehouse, stocks and its accounts for UNODC staff and auditors.

F. Award of Contract

21. Award Criteria: The procuring UN entity will Issue the Long Term Agreement (LTA) and subsequently Purchase Order 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 LTA/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. **Participating vendors will be asked to provide 1 sample of each item quoted for inspection of UNODC/UNDP Procurement Committee well before or on 23 May, 2012. Non provision of sample will disqualify vendor for further evaluation of its proposal**

22. 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 purchase without limitation of quantity or even not to purchase a single unit of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

23. Notification of Award: Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the LTA/Purchase Order. The LTA/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 LTA/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 LTA/purchase order.

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



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25. 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.

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

26. Vendor Protest: Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a LTA/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>.**

G. Long Term Agreement: UNODC/UNDP at its own discretion showed interest to enter into a non-binding Long Term Agreement (LTA) as a result of this procurement process under the following conditions:

1. The supplier/contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding, which shall be reflected in a non-binding Long Term Agreement in the form attached hereto as the "Model Long Term Agreement for the Provision of Goods and/or Services to the United Nations office on Drugs and Crime/ United Nations Development Programme".
2. Such Goods and/or Services shall not be higher than the prices listed in the Price Schedule, and/or Bill of Quantities as applicable, for at least 6 months after entry into force of the LTA, and can be raised with a maximum of 5% per year, after the initial period of 6 months upon the agreement of both parties.
3. UNODC/UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement.
4. In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the duration of this Agreement, the Supplier/Contractor shall notify UNODC/UNDP immediately. UNODC/UNDP will consider the impact of any such event and may request an amendment to the Long Term Agreement.



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	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> If others, specify.....			
Bid Price	The prices quoted shall be as per following INCOTERMS 2000 and place: <input type="checkbox"/> FOB <input checked="" type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> DDU <input type="checkbox"/> Other.....			
Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> Required. <input type="checkbox"/> Not required.			
Bid Validity Period.	<input checked="" type="checkbox"/> 120 days <input type="checkbox"/> If different, please specify.....			
Bid Security	<input type="checkbox"/> Required. <input checked="" type="checkbox"/> Not required.			
Preliminary Examination – completeness of bid.	<input type="checkbox"/> Partial bids permitted. <input checked="" type="checkbox"/> Partial bids not permitted.			
Purchaser's Right to Vary Requirements at Time of Award	<table border="1"> <tr> <td><input type="checkbox"/> 15 percent, increase or decrease. Prices remain unchanged.</td> <td><input type="checkbox"/> Condition waived</td> <td><input type="checkbox"/> Condition applies but change limit to percent.</td> </tr> </table>	<input type="checkbox"/> 15 percent, increase or decrease. Prices remain unchanged.	<input type="checkbox"/> Condition waived	<input type="checkbox"/> Condition applies but change limit to percent.
<input type="checkbox"/> 15 percent, increase or decrease. Prices remain unchanged.	<input type="checkbox"/> Condition waived	<input type="checkbox"/> Condition applies but change limit to percent.		
Compliance with any other clause required?	<input type="checkbox"/> No. <input checked="" type="checkbox"/> If yes, specify: 1. Proven capacity to meet large orders 2. Have Stock availability or manufacturing plant to meet the requirements (When required this space may also be used to enter a modified version of any of the above data.)			



General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER/LONG TERM AGREEMENT

This LTA/ 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 LTA/Purchase Order, as herein specified. Acceptance of this LTA/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 LTA/Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNODC/UNDP unless agreed to in writing by a duly authorized official of UNODC/UNDP.

2. PAYMENT

- 2.1.1 UNODC/UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this LTA/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 LTA/Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this LTA/Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNODC/UNDP, the Supplier shall submit one invoice in respect of this LTA/Purchase Order, and such invoice must indicate the LTA/ Purchase Order's identification number.
- 2.1.4 The prices shown in this LTA/Purchase Order may not be increased during one year duration except by express written agreement of UNODC/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 UNODC/ UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNODC/UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNODC/ UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNODC/ UNDP before the payment thereof and UNODC/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 UNODC/ UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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



6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this LTA/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. UNODC/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 LTA/Purchase Order; payment for goods pursuant to this LTA/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 UNODC/UNDP of the goods sold under this LTA/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 UNODC/UNDP and the United Nations harmless from any actions or claims brought against UNODC/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 LTA/Purchase Order.

9. RIGHTS OF UNODC/UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this LTA/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, UNODC/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 UNODC/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 LTA/Purchase Order without any liability for termination charges or any other liability of any kind of UNODC/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 LTA/Purchase Order, the Supplier shall (i) immediately consult with UNODC/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 UNODC/UNDP.

11. ASSIGNMENT AND INSOLVENCY

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



Annex IV

Special Conditions

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

Warranty/Guarantee	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
Liquidated damages	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order
Performance security	
<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply	<p>a) Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value.</p> <p>b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity.</p> <p>c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.</p> <p>d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents.</p> <p>e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.</p>
Compliance with any other condition (s) required?	
<input type="checkbox"/> Applies	<input checked="" type="checkbox"/> Does not apply

(This space is also used to enter a modified version of any of the above Special Conditions.)



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Annex V.

SCHEDULE OF REQUIREMENTS

S.#	Description	Quantity	Delivery Time	Warranty & After Sale service	Remarks
1	LED Search Light/Torch Large 3-watt LED with three re-chargeable AAA lithium batteries, super bright white light. Water resistant rubber gaskets, shock absorption & no-slip grip, and shatter-proof lens. The hand-held unit should construct of high quality aluminum / unbreakable plastic in compact plastic case. Each torch (unit) should come with one electric battery charger (with a plug for use in Pakistan).	10,000 No	Supply in batches as or when needed throughout year	Minimum 1 year	Delivery at UNODC office, Islamabad



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Annex VI.

TECHNICAL SPECIFICATIONS

LED Search Light/Torch

Large 3-watt LED with three re-chargeable AAA lithium batteries, super bright white light. Water resistant rubber gaskets, shock absorption & no-slip grip, and shatter-proof lens. The hand-held unit should construct of high quality aluminum / unbreakable plastic in compact plastic case. Each torch (unit) should come with one electric battery charger (with a plug for use in Pakistan).



Annex VII.

BID/PROPOSAL SUBMISSION FORM

To: The procuring entity

Dear Sir / Madam,

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

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

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

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

Dated thisday 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 Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.

Name of Bidder:.....					
Item	Description	Unit	Unit Price *	Quantity Required	Total Price
LED Search Light/Torch	LED Search Light/Torch Large 3-watt LED with three re-chargeable AAA lithium batteries, super bright white light. Water resistant rubber gaskets, shock absorption & no-slip grip, and shatter-proof lens. The hand-held unit should construct of high quality aluminum / unbreakable plastic in compact plastic case. Each torch (unit) should come with one electric battery charger (with a plug for use in Pakistan).	No		10,000	
GRAND TOTAL					

Terms & Conditions:

- Company should have the capacity to deliver large order in minimum period of time
- Delivery time will be as per the contract agreed and signed by both parties.
- Unit price should be based on Incoterms used i.e. FOB/FCA/C&P/C&F/DU as the case may be.
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder



Annex IX.

MODEL LONG TERM AGREEMENT
LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES
TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its head quarters at 1 UN Plaza, New York , N Y 100 17 (herein after “ UN DP”) and _____ (h ere in after called “ Contractor”) with its head quarters at _____ / _____ WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal -----(to complete) the offer of the Contractor was accepted - NOW, THEREFORE, UNDP and the Contractor (herein after jointly the “ Parties) hereby agree as follows.

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Ser vices/ Terms of Reference”), as and when negotiated b y UNDP head quarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for ONE years.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE



UNODC

United Nations Office on Drugs and Crime



7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement. For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____

Annex 1: Terms of Reference

Prepared by UNDP. As detailed as possible. Please refer to OLPS website to document Terms of Reference. The terms of reference specify in detail the scope of work linking activities to deliverable in a specific time frame.

Annex 2: Contract for Professional Services

Please see template OLPS website. The detailed contractual agreement that specifies rights and obligations of the contracting parties.

Annex 3: Discount prices. To be provided by contracted company.

Annex 4: UNDP General Conditions (see template OLPS website)

Applicable to all contracts.