



## Invitation to Bid

No. ITB/001/2011/LTA/MINE DETECTORS/UXO

Date: 11 May 2011

Dear Sir/Madam,

**Subject: Long Term Agreement for supply of mine detectors for UXO Project in Lao PDR.**  
**Country Office: UNDP Lao PDR**

1. The purpose of this Invitation to Bid is to conclude Long Term Agreement (LTA) for the period of three years for the supply of mine detectors covering the years 2011-2014 with qualified vendor specialized in the supply of goods of this nature to the UNDP Project UXO in Vientiane, Lao PDR. The successful bidder shall be contracted for an initial period of one year, with the contract renewable for another two years upon satisfactory performance in the first year.
2. Therefore, UNDP hereby solicits your offer for the supply of goods specified in Annex VII. The estimate value of goods to be purchased for the three years period would be around **Lot 1 – US \$950,000; Lot 2 – US \$390,000 and Lot 3 – US \$230,000**. However, UNDP doesn't guarantee it will place orders for this amount and is not bound by the LTA (s) to purchase any minimum amount of goods. UNDP reserves the right to utilize other sources at its discretion. Once the LTA (s) is established, orders will be placed through Purchase Orders when needed.
3. 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 Technical Specifications
  - Annex VI. Bid Submission Form
  - Annex VII. Price Schedule
  - Annex VIII. Contract template (LTA)

**These bidding documents are published on the following web-sites and can be downloaded from any of them** <http://www.undplao.org/vacancies/procurement.php> or <http://procurement-notices.undp.org/index.cfm> or <http://ungm.org/Notices/Notices.aspx> or UN Development Business at [www.devbusiness.com](http://www.devbusiness.com)

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

Contact Person: Diyer Rasulov, Procurement Specialist  
Name of Office: UNDP Lao PDR,

E-mail: [diyer.rasulov@undp.org](mailto:diyer.rasulov@undp.org)  
Tel. +856 021 267 777

5. Bids may be delivered by mail, courier service or by hand to:

**United Nations Development Programme in Lao PDR**  
**Lane Xang Avenue, PO BOX 345,**  
**Vientiane, Lao PDR**  
**Attention: Procurement Unit**

Clearly marked on the envelope: **ITB/001/2011/LTA/MINE DETECTORS/UXO**

To facilitate the submission of Bids, the submission of **Bids duly stamped and signed can be sent electronically** in PDF format to our secure email: [lao.procurement@undp.org](mailto:lao.procurement@undp.org). The file size restriction for emailing purposes is **2 MB in size. All e-mails sent MUST be less than 2MB on size** any files larger than **2 MB**, MUST be split and sent as separate e-mails (e.g. email 1 of 2, email 2 of 2).

**Bids sent by fax or to another e-mail address will be rejected. Late Bids will be rejected.**

**Please be aware that bids emailed to UNDP will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.**

6. Bids must be delivered or sent to the above office or e-mail [lao.procurement@undp.org](mailto:lao.procurement@undp.org) on or before **31 May 2011 at 15.00 hrs [Vientiane time]**.
7. Public Bid Opening will be conducted on **31 May, 2011 at 15:30 Vientiane time** in UNDP Building at the following address:

**UNDP Country Office**  
**Lane Xang Avenue, PO Box 345,**  
**Room 125**  
**Vientiane, Lao PDR**

Please send e-mail to [diyer.rasulov@undp.org](mailto:diyer.rasulov@undp.org) cc [soulivanh.bounnaphol@undp.org](mailto:soulivanh.bounnaphol@undp.org) with names of representative/s who will participate in the opening ceremony.

8. During bid preparation, the Bidder should carefully review all clauses in ITB.
9. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

**Javier Barrantes**  
**DRR Operations**

## INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **General:** UNDP invites Sealed Bids for a Long Term Agreement for the supply of Mine Detectors for UNDP administered Project “UXO Lao PDR”.
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 UNDP 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 UNDP 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 published at <http://www.undplao.org/vacancies/procurement.php> (Please check Reference ITB/001/2011/LTA/MINE DETECTORS/UXO).
6. **Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Bids, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. Solicitation Documents. All prospective Bidders should regularly consult the **UNDP Lao PDR procurement website** <http://www.undplao.org/vacancies/procurement.php> where any amendments will be notified. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, UNDP 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 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;
- (e) Companies profile;
- (f) Audited financial statements for years 2009-2010;
- (g) List of major clients with contact details (name of contact person, tel. and e-mail).

## **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. 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 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;

Confirmation that he has obtained licenses of this nature in the past and have 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.

**12. Bid Currencies/Bid Prices:** All prices shall be quoted in **US dollars or 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. For the purpose of evaluation and price comparison conversion to a single currency will be based on UN exchange rate applicable to date of the last date of Bids submission.

**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 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.

**14. Bid Security: THIS SECTION SHALL NOT APPLY**

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 5 % 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 13(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 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.

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

(g) The Bid Security may be forfeited:

- 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
- 2) In the case of a successful Bidder, if the Bidder fails:
  - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
  - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

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

**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.

**Electronic submissions:** Bidder who intends to submit Bid electronically should send all required documents in PDF format duly signed and stamped.

#### **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 UNDP at the address given in section I of these Solicitation Documents; and
- b) make reference to the "**ITB/001/2011/LTA/MINE DETECTORS/UXO LOT #**" 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.

**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 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

**For Bids submitted to e-mail the following marking shall be used in the SUBJECT of e-mail: Name of Company ITB/001/2011/LTA/MINE DETECTORS/UXO Lot #**

**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 I 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 section I 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 20 of Instructions to Bidders.

19.3 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.

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.

21.4 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.

**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.

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

**24. Award Criteria:** UNDP will Issue the Contract/s to the lowest priced technically qualified Bidder/s which meets all criteria in Clause 23 above. 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 7 days of receipt of the Contract the successful Bidder shall sign, date and return it to the purchaser.

**28. Performance Security: THIS SECTION SHALL NOT APPLY.** 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.

**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>.

### 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 type="checkbox"/> <b>English</b>
Bid Price	<b>The prices quoted shall be as per following INCOTERMS 2010 Terms of delivery: CIP Vientiane Place: Vientiane, Lao PDR</b>
Documents Establishing Bidder's Eligibility & Qualifications	<input type="checkbox"/> <b><u>Required.</u></b>
Bid Validity Period.	<input type="checkbox"/> <b>120 days</b>
Bid Security	<input type="checkbox"/> <b>Not required.</b>
Preliminary Examination – completeness of bid.	<b>Bids will be evaluated for completeness.</b>
Alternate bids	<b>Not allowed</b>
Lots and submission of price schedule and Bid form	<b>Bid form may be Price schedule shall be submitted for each Lot separately. Evaluation and contract award will be made on a Lot By Lot basis.</b>

**General Terms and Conditions**

**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 fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

**3. TAX EXEMPTION**

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

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized

the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU 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**

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

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

#### **8. INTELLECTUAL PROPERTY INFRINGEMENT**

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

#### **9. RIGHTS OF UNDP**

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

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

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

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

## **14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture

of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

## **16. SETTLEMENT OF DISPUTES**

### **16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

### **16.2 Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

### 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 type="checkbox"/> <b><u>Applies</u></b>	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 type="checkbox"/> <b><u>Applies</u></b> <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 type="checkbox"/> <b><u>Does not apply</u></b>	<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</p>

	<p>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>
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**Audit and investigations:**

1.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

1.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**Anti-terrorism**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

<input type="checkbox"/> <b>Applies</b>	<input type="checkbox"/> <b>Does not apply</b>
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## SCHEDULE OF REQUIREMENTS and TECHNICAL SPECIFICATIONS

### Lot I Handheld Single operator UXO detector

Item	Goods Description/Technical specification	Required quantity for three years period (estimated)
1.1	<p>Handheld Single operator UXO detector:</p> <p>Detector should be a UXO detector with discriminatory Technology (able to differentiate by signal Non-ferrous &amp; Ferrous targets).</p> <p>General features:</p> <ul style="list-style-type: none"> <li>• Pulse induction discriminatory</li> <li>• Ground compensation/balancing capability</li> <li>• Single operator operation including pin pointing targets</li> <li>• Single Unit with no exposed wires or connections (Can be broken down into maximum of 2 parts for packaging and storage)</li> <li>• 2.5 – 3kgs weight with batteries</li> <li>• Height adjustable for operator (Telescopic)</li> <li>• Operating temperature range 0 – 60 Deg C or greater</li> <li>• Water proof &amp; Humidity resistant</li> <li>• Single water proof Search Head (30cm)</li> <li>• Changeable Search heads if required (12 – 60cm)</li> <li>• Visual, audio (Speaker system) &amp; vibrating alarm signal</li> <li>• Power source - D cell batteries – providing a minimum of 25 hours operating time at 20 Deg C</li> <li>• Built-in test procedure continuously checking the reliability and proper function of the detector with visual &amp; acoustic alarms when faults are found</li> <li>• Bi-polar Pulse</li> <li>• All settings and sensitivities should be able to be set using the detectors function keys (no external connections to change: Volume, sensitivity, discrimination or ground compensation)</li> <li>• Output for data acquisition</li> <li>• In put for Firmware upgrades</li> <li>• Upgradeable Firmware</li> </ul>	<p><b>320 Units</b></p>

	<ul style="list-style-type: none"> <li>• Carrying case</li> </ul> <p>Specifics</p> <ul style="list-style-type: none"> <li>• Minimum Target is 1/2 BLU26 at 25cm</li> <li>• Should also be capable to detect BLU 61 &amp; 63</li> <li>• Detector should discriminate &amp; ignore small scrap/fragmentation</li> </ul>	
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**LOT II**  
**Large Loop Detector**

<b>Item</b>	<b>Goods Description/Technical specification</b>	<b>Required quantity for three years period (estimated)</b>
<b>2.1</b>	<p>Large Loop Detector</p> <p>General Features</p> <ul style="list-style-type: none"> <li>• Pulse Induction Detector</li> <li>• Up to 2 meter width by 1m width coverage</li> <li>• Robust light carrying frame</li> <li>• 2/3 person operated</li> <li>• Large Loop induction UXO Detector</li> <li>• Audio &amp; visual signal of targets</li> <li>• Deep search capable (up to 2 meters for BLU 26)</li> <li>• Battery operated with 17-55 hours operating time</li> <li>• 4 – 4.5Kg total weight (including frame, electronics box &amp; battery container)</li> <li>• Water proof &amp; Humidity resistant</li> <li>• Carry case/storage box</li> </ul> <p>Extra Capabilities required:</p> <ul style="list-style-type: none"> <li>• Data logging/down load capable</li> <li>• Data logging unit in Lao language</li> <li>• Data software in Lao language</li> </ul> <p>Compatibility with Magnetometer data logging capability advantageous</p>	<b>60</b>

**LOT III  
Magnetometer**

<b>Item</b>	<b>Goods Description/Technical specification</b>	<b>Required quantity for three years period (estimated)</b>
<b>3.1</b>	<p>Magnetometer:</p> <p>General Features</p> <ul style="list-style-type: none"> <li>• Magnetic anomaly detector for use in UXO Detection</li> <li>• Single Operator capable</li> <li>• Linkable for multiple probe operation</li> <li>• Audio &amp; Visual signal of targets/anomalies (Speaker system)</li> <li>• Sensitivity range from 3,000 nT/m to 0,010 nT/m spaced with a minimum of 6 settings between these.</li> <li>• Battery operated with up to 40 hours operating time</li> <li>• 1 -2.5Kg total weight (including probe, electronics box &amp; battery container)</li> <li>• Operating temperature range 0 -60 Deg C or greater</li> <li>• Water proof &amp; Humidity resistant</li> <li>• Carry case/storage box</li> <li>• Minimum Length 600mm – Maximum Length 1,300mm</li> <li>• Deep Search for MK82 500Lbs Bomb at 4m in non ferrous soil</li> </ul> <p>Extra Capabilities required:</p> <ul style="list-style-type: none"> <li>• Data logging/down load capable</li> <li>• Data logging unit in Lao language</li> <li>• Data software in Lao language</li> </ul> <p>Compatibility with Large Induction Loop data logging capability advantageous</p>	<b>30</b>

**BID SUBMISSION FORM**

To: UNDP Lao PDR  
Reference number: **ITB/001/2011/LTA/MINE DETECTORS/UXO**

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods in conformity with the said bidding documents for the sum as follows:

- Lot I – Total amount [in words and figures] currency*
- Lot II - Total amount [in words and figures] currency*
- Lot III - Total amount [in words and figures] currency*

We confirm that the offered prices will remain firm and fixed during three years period from the date of submission if our Bid is accepted. The offered prices 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 **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 .....

**Note: Bidders may submit Bid for any or for all Lots. Bid submission form should indicate prices on a lot by lot basis.**

**PRICE SCHEDULE**

Bidder's Name: \_\_\_\_\_

**Lot I**

<b>Item</b>	<b>Goods Description/Technical specification</b>	<b>Unit Price (currency)</b>	<b>Quantity</b>	<b>Total Price On CIP Vientiane Terms and currency</b>	<b>Offered delivery time</b>
<b>Lot I</b>	<b>Handheld Single operator UXO detector</b>		320		
<b>Total bid price for Lot I</b>					

**Note: Please remove if you do not quoting for this Lot.****Lot II**

<b>Item</b>	<b>Goods Description/Technical specification</b>	<b>Unit Price (currency)</b>	<b>Quantity</b>	<b>Total Price On CIP Vientiane Terms and currency</b>	<b>Offered delivery time</b>
<b>Lot II</b>	<b>Large Loop Detector</b>		60		
<b>Total bid price for Lot II</b>					

**Note: Please remove if you do not quoting for this Lot.****Lot III**

<b>Item</b>	<b>Goods Description/Technical specification</b>	<b>Unit Price (currency)</b>	<b>Quantity</b>	<b>Total Price On CIP Vientiane Terms and currency</b>	<b>Offered delivery time</b>
<b>Lot III</b>	<b>Magnetometer</b>		30		
<b>Total bid price for Lot III</b>					

**Note: Please remove if you do not quoting for this Lot.**

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.
6. In addition to the hard copy, if possible please provide also the information on diskette (IBM compatible).
  - \*Unit price should be based on Incoterms specified in Bid Datasheet
  - Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder .....

# “LONG TERM AGREEMENT (LTA) TEMPLATE”

## ANNEX VIII

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, Lanexane Avenue, PO Box 345, Vientiane, Lao PDR (hereinafter called “Contractor”) with its headquarters at \_\_\_\_\_

WHEREAS, UNDP Lao PDR desires to enter into a Long Term Agreement for the provision of goods by the Contractor to UNDP Lao PDR, pursuant to which UNDP can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Invitation to Bid for supply of goods.

NOW, THEREFORE, UNDP Lao PDR and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

### **Article 1: EFFECTIVE DATE OF AGREEMENT**

1. This agreement becomes effective on the date of the last signature by the representatives of the Parties and shall remain in force for a period of one year, and may be extended for another two years by written consent of both parties.

### **Article 2: SCOPE OF THE CONTRACT**

2. The Contractor shall provide UNDP Lao PDR, as and when purchased through formal purchase order, with the goods as listed in Annex I, to this agreement at the prices stipulated herein. Goods as listed in the appendices are subject to specification changes as made necessary by changing business standards for Radio communication equipment as a result of technological advances, for which the buyer will be advised one month in advance. Goods and products not listed in Annex I are not covered by the terms and conditions of this agreement.
3. UNDP does not warrant that any quantity of Goods will be purchased during the terms of this Agreement.
4. The Agreement does not accord any exclusivity to the Supplier with respect to the goods listed in Annex I.

### **Article 3: PROVISION OF GOODS**

5. The goods supplied shall conform to the type/description provided in Annex I, shall fit the purposes for which the goods are ordinarily used and as specified in the Purchase Orders, and should be free from all material defects.
6. The Contractor warrants that the goods supplied under this Agreement are new and unused. The Contractor further warrants that all goods supplied under the Agreement shall have no material defect arising from design, material or workmanship or from any act or omission of the contractor or manufacturer that may develop under normal use of the supplied goods in the conditions specified in purchase order.

### **Article 4: PACKAGING**

7. The Contractor warrants that the goods supplied under this Agreement are contained or packaged adequately to protect the goods during transport, storage and handling.
8. All goods shall be delivered to the buyer in their original manufacturer’s packaging.
9. Unless otherwise stated in the purchase order, all documents (packing lists, manuals, etc) shall be in English language.

### **Article 5: PRICE**

10. The prices of the goods in Annex I are in force for a period of three years. However, prices may be subject to change in the event of a model change effecting significant product improvement, upon which the contractor shall notify UNDP Lao PDR immediately. UNDP Lao PDR shall consider the impact of any such event and may request a written amendment to the agreement to incorporate the change.

11. In the event of any downward pricing of the goods 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.
12. The Contractor shall request additional discounts from its suppliers for large purchase orders and shall communicate the responses to UNDP Lao PDR. Any additional discounts shall be passed on to UNDP Lao PDR.

**Article 6: DELIVERY, FREIGHT AND INSURANCE**

13. INCOTERMS. The International Chamber of Commerce INCOTERMS shall apply to this Agreement.
14. All goods shall be delivered on CIP Vientiane, Lao PDR basis. The Contractor is responsible for insuring the goods until delivered to UNDP.
15. All orders shall be delivered in full, unless each partial delivery is authorized in writing either in the Purchase Order or by UNDP Lao PDR.
16. The Contractor assures minimum possible delivery times. For larger orders, delivery must occur within 5 weeks of the order. UNDP will endeavor to give as much advance notice as possible to enable the supplier to stock as much it thinks reasonable, but such advance notice will not constitute a purchase order and will be at suppliers risk.

**Article 7: WARRANTY**

17. Full manufacturers warranty and after sales service is included in the price of all goods supplied by the Contractor.

**Article 8: PURCHASE ORDERS ISSUED BY UNDP LAO PDR UNDER THIS AGREEMENT**

18. The purchase of any goods under this agreement will be made by purchase order issued by an authorized offer of UNDP Lao PDR. The contractor bears responsibility for ensuring the validity of a purchase order; UNDP Lao PDR welcomes such queries by telephone or mail.

**Article 9: INVOICING PROCEDURES AND PAYMENTS**

19. For purchase orders issued by UNDP Lao PDR the invoice should be submitted directly to the UNDP Lao PDR office to attention of the buyer and the payment will be made directly to the contractor to the bank account provided by the Contractor.
20. UNDP payment conditions applicable to purchase orders executed under this Agreement are applicable, in particular payment within thirty (30) days by bank transfer from the date of receipt of the invoice and all other related documents. Under no circumstances shall UNDP Lao PDR be liable to pay interest on amounts not paid within this period.
21. The pricing of the goods is made in USD.
22. Payments by UNDP Lao PDR will be made by bank transfer in Vientiane to the following account as designated by the contractor:  
ACCOUNT NAME:  
ACCOUNT NUMBER:  
BANK NAME:  
BRANCH:

**Article 10: ACCEPTANCE**

23. This Agreement supercedes 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 Goods hereunder.
24. The standard UNDP General Conditions for Goods, attached as Annex II, shall apply to this Agreement, and any subsequent contracts or amendments concluded in accordance with paragraph 1 above.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf

For and on behalf of the United Nations Development Programme

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Title)

(Name and Title)

(Signature)

(Signature)

(Date)

(Date)