

Invitation to Bid

Date: 16 March, 2011

Dear Sir/Madam,

Subject: Documentation and dispensing system for liquid methadone

1. We hereby solicit your bid for the documentation and dispensing system for liquid methadone according to technical specifications below.
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 for Purchase Orders
Annex IV. Special Conditions
Annex V. Schedule of Requirements and Technical Specifications
Annex VI. N/A
Annex VII. Bid Submission Form
Annex VIII. Price Schedule

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

Contact Person: Ms. Justė Kelpšaitė;
Name of Office: UNODC Project Office for the Baltic States
Telephone: +370 5 210 74 09
Fax: +370 5 210 74 01
E-Mail: Juste.Kelpsaite@unodc.org

4. Bids must be delivered to the above office on or before **17:00 (Vilnius, local time)** on **11 April, 2011**. Late bids shall be rejected.
5. Bids may be delivered by mail, courier service or by hand to:

United Nations Office on Drugs and Crime
Project Office for the Baltic States
Ms. Justė Kelpšaitė
A. Goštauto str. 40A,
LT-01112, Vilnius
LITHUANIA

Clearly marked on the envelope: **UNODC/2011/Dispensing system**

To facilitate the submission of offers, the submission duly stamped and signed can be done electronically in PDF format to <unodc@undp.lt>. Offers sent by fax will be rejected.

6. This letter is not to be construed in any way as an offer to contract with your firm.

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** UNODC Project Office for the Baltic States invites Sealed Bids for the procurement of documentation and dispensing system for liquid methadone according to the specifications Annex V.
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 UNODC 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 UNODC 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 UNODC 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, UNODC 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, UNODC 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 UNODC shall be written in English.

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 Annexes V, VI and VII 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 authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

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 **any convertible currency**. 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 90 days after the date of Bid Submission prescribed by UNODC 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, UNODC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Security: THIS SECTION AND ITS SUBSECTIONS 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

- 14. Format and Signing of Bid:** The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no

interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. Sealing and Marking of Bids:

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

15.2 The inner and outer envelopes shall:

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

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

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

16. Deadline for Submission of Bids/Late Bids:

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

16.2 UNODC 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.

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

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

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 UNODC will open all Bids on the at 11:00h on the 13th of April, 2011 in UNODC Project Office for the Baltic States Office premises at A. Goštauto str. 40A, Vilnius, Lithuania.

18.2 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.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

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

20. Preliminary Examination:

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

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

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

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

21. Conversion to Single Currency: To facilitate evaluation and comparison, UNODC 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.

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

| Evaluation Criteria | |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | Compliance with pricing conditions set in the ITB. |
| 1.2 | Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements (according to the specifications Annex V) |
| 1.3 | Compliance with Special and General Conditions specified by these Solicitation Documents. |
| 1.4 | Compliance with start-up, delivery or installation deadlines set by the procuring entity. |
| 1.5 | Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN. |
| 1.6 | Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc). |
| 1.7 | Proof of after-sales service capacity and appropriateness of service network. |

F. Award of Contract

23. **Award Criteria:** UNDP on behalf of UNODC will Issue the contract to the qualified Bidder which meets all criteria in Clause 22 above. UNODC 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 UNODC's action.

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

25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, UNODC will send the successful Bidder the contract. The Contract 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 **Contract** shall between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this contract.

26. **Signing of the Contract:** Within **7 days** of receipt of the Contract the successful Bidder shall sign, date and return it to the purchaser.

27. **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.

Annex II

BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

| Relevant clause(s) of Instruction to Bidders | Specific data complementing, supplementing, or amending instructions to Bidders |
|--------------------------------------------------------------|---------------------------------------------------------------------------------|
| Language of the Bid | English |
| Bid Price | Required in price schedule |
| Documents Establishing Bidder's Eligibility & Qualifications | Required |
| Bid Validity Period. | 90 days |
| Bid Security | Not required. |
| Preliminary Examination completeness of bid. | Pre-qualification check is required |
| Purchaser's Right to Vary Requirements at Time of Award | 15 percent increase or decrease |

General Terms and Conditions for Purchase Orders

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 UNODC unless agreed to in writing by a duly authorized official of UNODC.

2. PAYMENT

- 2.1.1 UNODC 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 UNODC 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 UNODC.

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's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNODC to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNODC to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNODC before the payment thereof and UNODC 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 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 UNODC, 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 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 UNODC 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 UNODC and the United Nations harmless from any actions or claims brought against UNODC 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 UNODC

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, UNODC 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 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 UNODC.

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 UNODC 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.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNODC, 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, UNODC 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 UNODC OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNODC 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 without specific permission of UNODC 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 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 UNODC.

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 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 UNODC.

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 checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | <p>If, within 24 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.</p> |
| Liquidated damages | |
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | <p>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</p> |
| 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?

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

Applies Does not apply

Audits and investigations:

- 1.1- Each invoice paid by UNODC shall be subject to a post-payment audit by auditors, whether internal or external, of UNODC or the authorized agents of the UNODC 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 UNODC shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNODC other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNODC have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNODC 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, UNODC 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 UNODC 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 UNODC 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 UNODC hereunder.

Anti-terrorism:

- 2- The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNODC 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 UNODC 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.

Security:

- 3.1- The responsibility for the safety and security of the Contractor and its personnel and property, and of UNODC's property in the Contractor's custody, rests with the Contractor.
- 3.2- The Contractor shall:
 - (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 3.3- UNODC reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNODC's property in its custody as set forth in paragraph 3.1 above.

SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

IMPORTANT NOTICE: Bidders shall make complete bid in accordance with technical specifications listed below.

UNODC is looking for the dispensing machines and software for documentation and dispensing of liquid methadone:

- Republic of Estonia: 3 complete systems and software for 8 sites
- Republic of Latvia: 1 complete system and software for 2 sites
- Republic of Lithuania: 2 complete systems and software for 2 sites.

The services should be fully delivered by the **15th June 2011**.

TECHNICAL SPECIFICATIONS OF DISPENSING MACHINES

| No. | Requirement | Specification |
|-----|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Complete dispensing system | <ul style="list-style-type: none"> • Software; • Automatic methadone dispenser; • Label printer. |
| 2. | Weighing of methadone container | <ul style="list-style-type: none"> • The documented amount of the weight of the bottle must be a real measured value determined by an electronic scale. Amount determined by calculation is not sufficient. |
| 3. | Automatic control of electronic scale | <ul style="list-style-type: none"> • Accuracy not less than 0.1 g |
| 4. | Tube pump system | <ul style="list-style-type: none"> • Flexible. |
| 5. | Methadone container | <ul style="list-style-type: none"> • Not less than 3 liters volume. |
| 6. | Distribution speed | <ul style="list-style-type: none"> • Up to 200 dosages per hour |
| 7. | Prevention of risk of double dosing in the same cup | <ul style="list-style-type: none"> • Light sensor |
| 8. | Control of changes in density | <ul style="list-style-type: none"> • A change in the density of methadone as a result of changing temperatures during the day must be automatically adjusted for each dosage |

SOFTWARE REQUIREMENTS

| No. | Requirement | Specification |
|-----|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Number of licenses | <ul style="list-style-type: none"> • 18 licenses. |
| 2. | 3 levels of authorization | <ul style="list-style-type: none"> • All rights; • Limited rights; • Dispense only. |
| 3. | Software | <ul style="list-style-type: none"> • Multi user Microsoft Windows |
| 4. | Reporting on clients | <ul style="list-style-type: none"> • Management of patient-related tasks; • Medical and psychosocial documentation including (diagnoses, laboratory and test results, |

| | | |
|----|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>medication, patients' medical assessment and history, social and family history records, data sheets);</p> <ul style="list-style-type: none"> • Biometric identification of patients through patients photo; • Generation of daily and monthly reports; • Interface with other IT solutions. |
| 5. | Reporting on methadone stocks | <ul style="list-style-type: none"> • Generation of daily and monthly reports according to national law |
| 6. | Reports and statistics | <ul style="list-style-type: none"> • Patient related summaries; • Patient related reports (e.g. average dosage amount). |
| 7. | No restriction | <ul style="list-style-type: none"> • For number of patients; • Duration or coverage of data volume. |
| 8. | Data base | <ul style="list-style-type: none"> • SQL |

SERVICE REQUIREMENTS

| No. | Requirement | Specification |
|-----|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Availability of spare parts | <ul style="list-style-type: none"> • For at least 10 years |
| 2. | Training of local service staff | <ul style="list-style-type: none"> • Installation; • Training of users; • Training of IT support staff. |
| 3. | Hotline and remote control for maintenance | <ul style="list-style-type: none"> • 365 days per year |

GENERAL REQUIREMENTS

| No. | Requirement | Specification |
|-----|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Dispensing system and manufacturer certified | <ul style="list-style-type: none"> • EN ISO 13485 |
| 2. | Medical device software life cycle process | <ul style="list-style-type: none"> • EN ISO 62304 |
| 3. | Software, training and hotline language | <ul style="list-style-type: none"> • English. |
| 4. | Language of user interface | <ul style="list-style-type: none"> • Estonian, Latvian, Lithuanian |
| 5. | Established and well approved system in several EU countries | <ul style="list-style-type: none"> • For at least 5 years. |
| 6. | Warranty | <ul style="list-style-type: none"> • 2 years; • exchange of spare parts; • stock of spare parts in the country; • one dispenser for exchange. |

Delivery costs to the final destination and recipients should be included in the price table.

Final destinations:

- Vilnius, Lithuania;
- Kaunas, Lithuania;
- Riga, Latvia;

- Tallinn, Estonia;
- Johvi, Estonia;
- Narva, Estonia.

BID/PROPOSAL SUBMISSION FORM

To: UNODC Project Office for the Baltic States

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 90 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 authorized to sign the Bid for and on behalf of

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.
6. In addition to the hard copy, if possible please provide also the information on compact disk.

| Name of Bidder:..... | | | | | |
|----------------------|-------------|------|--------------|-------------------|----------------------|
| Item | Description | Unit | Unit Price * | Quantity Required | Total Price per item |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

Signature of Bidder

Stamp of Company.....