



## **LONG TERM AGREEMENT**

### **Invitation to Bid GFATM/001/2009**

Date: 26.03.2009

Dear Sir/Madam,

Subject: Supply of Educational Material Kits on Long Term Agreement basis

UNDP Angola Country Office would like to enter into a non-exclusive time-bound Long Term Agreement (LTA) with Local or International Companies with or without representation in Angola for a period of 24 months (2009 to 2010) for the Supply of Educational Material Kits.

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

a. Educational Material Kits

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

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	Special Conditions
Annex IV.	Schedule of Requirements
Annex V.	Bid Submission Form

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

Contact Person:	Sam Musomba Kyuma
Name of Office:	UNDP Angola
Address:	Rua Major Kanhangulo 197 C.P. 910 Luanda - Angola
Telephone & Fax:	00 244 924 736 846 Fax: 222 335 609
E-Mail:	sam.musomba@undp.org copy: zeferino.benguela@undp.org

4. Bids must be delivered to the above office by mail (no email Bids allowed) on or before 5 pm on 23 April 2009. Late bids shall be rejected.

5. Bids will be opened in the presence of Bidders' Representatives, who chose to attend on 27 April 2009 in UNDP Angola Office, Rua Kanhangulo 197, C. P.910 Luanda - Angola, 6th floor at 10 am.

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

### INSTRUCTIONS TO BIDDERS

#### A. Introduction

1. **General:** The UNDP invites Sealed Bids for the supply of goods under the condition as below:
  - (a) UNDP Angola Country Office wishes to enter into (i) non-exclusive time-bound Long Term Agreement(s) ("LTA") for the procurement of the items listed in the attached Schedule(s), as required from time to time during the term of the LTA. It will be a provision of such Agreement (s), that UNDP will not be committed to purchase any minimum quantity of these items. UNDP shall not be liable for any cost in the event that no purchases are made under any resulting LTA(s).
  - (b) Purchases will be made against Purchase Orders to be issued by UNDP Angola Country Office in accordance with the terms and conditions of any resulting LTA(s). Actual quantities to be purchased will vary from Purchase Order to Purchase Order.
  - (c) The quantities outlined in this Invitation to Bid, are an estimated forecast to facilitate evaluation and comparison only, as per clause 22. The estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of UNDP regarding any quantity for future purchases.
  - (d) The proposed LTA shall be valid for a period of 24 months, with a possible renewal for an additional period of 12 months.
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 UNDP 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 UNDP 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 must offer services for the total requirement. Bids offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the UNDP in writing at the organisation's mailing address or fax number indicated in this tender. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment. All

prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

### **C. Preparation of Bids**

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the UNDP shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **8. Documents Comprising the Bid:**

The Bid must comprise the following documents:

- (a) a Bid Submission form (Annex V)
- (b) a Schedule of Requirement and Price completed in accordance with the Annexes I, II, III, IV and V 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 UNDP'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; Catalogs
- (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 US dollars or any other convertible currency. The Bidder shall indicate the prices on Annex IV Schedule of Requirement and Price.

12. **Period of Validity of Bids:** Bids shall remain valid for **120 days** after the date of Bid Submission prescribed by the UNDP pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period

may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

**13. Bid Security:**

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the UNDP in the amount of **5%** of the Offer Value.
- (b) The Bid Security is to protect the UNDP 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 Angola 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 UNDP 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 UNDP 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 sets** 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 sets 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 the UNDP 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, the UNDP 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 The UNDP 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 UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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

**E. Opening and Evaluation of Bids**

**18. Opening of Bids:**

18.1 The UNDP will open all Bids in the presence of Bidders’ Representatives who choose to respond to the Bid and 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.

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 UNDP, 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 UNDP will prepare minutes of the Bid Opening.

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

**20. Preliminary Examination:**

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

20.2 The UNDP 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 UNDP 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, the UNDP 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.

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

**Financial Evaluation Method:** To facilitate evaluation and comparison, an assumed quantity shall be assigned as follows:

**Items under Category 1 – 2: 300 units**  
**Items under Category 3: 600 units**

**The Assumed Total Cost for this LTA, shall be computed according to the following formula:**

**Assumed Total Cost Category 1 – 2 = Unit cost of Quantity > 151 x 300 unit = a**  
**Assumed Total Cost Category 3 = Unit cost of Quantity > 300 x 600 unit = b**

**Assumed Total Cost of LTA = a + b**

**F. Award of Contract**

23. **Award Criteria:** The UNDP will Issue the Long Term Agreement (LTA) to the lowest priced Assumed Total Cost technically qualified Bidder. The UNDP 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 UNDP's action.

24. **Purchaser's Right to Vary Requirements at Time of Award:** The UNDP reserves the right at the time of making the award of contract to increase or decrease the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder the LTA. The LTA may only be accepted by the Supplier's signing and returning an acknowledgement copy of it. Only the issuance and acceptance by the Supplier's signing and returning an acknowledgement copy of the Purchase Order shall effect a contract between the parties.
26. **Signing of the Long Term Agreement:** Within 30 days of receipt of the LTA, the successful Bidder shall sign, date and return it to the UNDP.
27. **Performance Security:** The successful Bidder shall provide the Performance Security in the amount of 10% of the LTA Value on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the LTA from the UNDP.

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 UNDP may make the award to the next lowest evaluated Bidder or call for new Bids.



### 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 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.</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 UNDP 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 UNDP may consider termination of the Purchase Order</p>
Performance security	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	<p>a) Within 30 days of receipt of the Purchase Order from the UNDP, the successful Bidder shall furnish a Performance Security to the UNDP 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 UNDP 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 Angola 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>
<b>SPECIAL CONDITIONS:</b>	
Compliance with any other condition (s) required?	
<input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply	

## Annex IV

### SCHEDULE OF REQUIREMENTS AND PRICE

	Description	Specifications	Unit price		Assumed Total Cost
			Quantity 150<	Quantity >151	
<b>1) Models</b>					<b>300 units</b>
1	Birthing Station Simulator	The model especially designed to demonstrate and practice the palpation of the birth canal. It shows the relationship between foetal head and ischial spines of pelvic bone during birth. A simulated foetal head can be locked in three different stations to demonstrate its position above, between and below the ischial spines. Delivered with storage case.			
2	Stages of Fertilisation and Development of the Embryo, 2-times magnified	The model illustrates schematically how the ovum matures, how ovulation and fertilisation occur and how the fertilised ovum develops to the stage where it embeds itself in the uterine wall to begin the growth into an embryo. The various stages are shown in larger-than-life model form in ovary, fallopian tube. An even more enlarged illustration of each is also printed on the base. Supplied on a base. 35x21x20 cm, 1,2kg			
3	5 Pregnancy Models	The models consist of the embryo or foetus to show the most important stages of development. All the models are mounted together on a base 13X41X31 cm, 2.1 kg			
4	Pregnancy Pelvis, 3 parts	Representation of a Median section through the female pelvis during the 40th week of pregnancy with a removable foetus. A model to study the normal position of child before birth. An uterus with embryo in 3rd month of pregnancy is mounted on the base for added detail. 38x25x40 cm; 3,8 kg			
<b>2) Large Wall Chart</b>					
5	The Male Pelvis Organs	Large charts 84 X 118 cm			
6	The Female Pelvis Organs	Large charts 84 X 118 cm			
7	Position of the Child before birth	Large charts 84 X 118 cm			
8	The Birth Process	Large charts 84 X 118 cm			

	Description	Specifications	Unit price		Assumed Total Cost
			Quantity 300<	Quantity>300	
<b>3) Economical Chart</b>					<b>600 units</b>
9	The Female Genital Organs	50 X 67 cm			
10	The Female Breast	50 X 67 cm			
11	The Breastfeeding	50 X 67 cm			
12	Birth Control	50 X 67 cm			
13	The Pregnancy	50 X 67 cm			
14	The Birth	50 X 67 cm			
15	HIV and AIDS	50 X 67 cm			
16	AIDS	50 X 67 cm			

Currency: \_\_\_\_\_

Assumed Total Cost of LTA = \_\_\_\_\_

- Price shall be based on CPT Luanda Airport (Incoterms 2000) only
- Delivery Lead-time shall not exceed 3 weeks from point of receipt of Purchase Order from UNDP Angola, beyond which there may be negative impact on adjudication.

Delivery Lead Time:

- Items under Category 1 – 2: 150 units < \_\_\_\_\_ day/weeks
- Items under Category 1 – 2: 150 units > \_\_\_\_\_ day/weeks
- Items under Category 3: 300 units < \_\_\_\_\_ day/weeks
- Items under Category 3: 300 units > \_\_\_\_\_ day/weeks

**BID/PROPOSAL SUBMISSION FORM**

To: UNDP Angola Country Office

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Educational Material Kits 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 Annex IV 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 Annex IV.

We agree to abide by this Bid for **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 authorized to sign the Bid for and on behalf of .....