



Invitation to Bid

Date:06/11/09

Dear Sir/Madam,

Subject: Procurement of IT EQUIPMENT FOR DISTRICT BUSINESS SOLUTION CENTRES
 REF: **REF: UNDP/ITB/ 02/09 DBSC**

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

A: SERVER SPECIFICATIONS

ITEM	SPECIFIC REQUIREMENTS
Quantity	7
Chassis Type	Rack Mount 1U Rack Form Factor
Architecture	X64
Memory	RAM Technology: DDR2 Cache (installed) L3: 8MB RAM (installed): 4 GB expandable to 32 GB
Optical drives	DVD-RW
Processor	Processor Type: 2 Quad-Core Intel Xeon or equivalent Data Bus Speed: 1333 MHz Processor Speed: At least 2.6 GHz Processor upgrade: max 2 supported
Storage	Hard Drive Interface: Serial Attach SCSI (SAS) SFF Hard Drive Speed: 10000RPM Storage Controller Type: Smart Array p400i Hard Drive Capacity: 4 X 146 GB
Expansion Slots	Max 2 Slots
Network	Two Multifunction Gigabit NICs
Ports/Connectors	Parallel -1, Serial -2, Pointing Device(Mouse), Graphics -1, Keyboard -1, Network RJ45 -1, ILO Management Port -1, USB 2.0-3.0 (2 on the rear and 1 in front.
Power Supply	Hot Plug Redundant Power Supplies
Redundant Fans	Standard
Warranty	3 x 3 x3 Years
Software	Windows Server 2003 Standard Edition media kit and licence

B:

LCD Projector Specifications –Qty 7

Projection System: 3LCD technology

Projection Method: Front/rear/ceiling mount

LCD Driving Method: TFT Active Matrix

Pixel Number: 786,432 dots (1024 x 768) x 3 LCDs

Native Resolution: XGA

Aspect Ratio: 4:3 (supports 16:9)

Pixel Arrangement: Cross stripe

Projection Lens Focal Length: 18.4 – 22.12 mm

Zoom Ratio: Optical zoom 1.0 – 1.2

Lamp Life: 3000 hours (High Brightness Mode) 4000 hours (Low Brightness Mode)

Screen Width Ratio: (Dist/Width) 1.2

Screen Size: (Projected Distance) 30” – 300” (2.7' – 34.2')

Side Shot: Yes

Brightness: 2000 lumens (High Brightness Mode)

Contrast Ratio: Up to 400:1 (High Brightness Mode, Game Mode)

Brightness Uniformity: (typical): 90%

Color Reproduction: 16.7 million colors

Sound Output: Internal Speaker

Power Supply Voltage: 100-240VAC +/-10%, 50/60Hz

Remote Control and Optical Pointer: Present

Video I/O: NTSC: 560 line, PAL: 560 line

Input Signal: NTSC / NTSC4.43 / PAL / M-PAL / N-PAL / PAL60 / SECAM 480i, 480p

HDTV: 720p, 1080i

Interfaces:

USB: Type B Interface

USB: Memory Slot

Video: Mini D-sub 15 pin x 2,

Audio In: RCA x 2

S-video: Mini DIN

Composite video: RCA

Composite audio RCA x 2

Monitor out: Optional

Control I/O: Serial: RS-232c

Security: lock provision, anchor (metal) bar for security lock or cable

Supplied Accessories: Power cable, computer cable, projector, USB Cable, remote control and Laser Pointer, batteries, , soft carrying case(projector only)

c: Desktop Specifications-qty 68

Dimensions: SFF

Operating System: [Genuine](#) Windows XP® Professional (*possible upgrade to Windows Vista Business*)

Power Supply: 135W 87% efficient external power supply – active PFC

Energy Efficiency: [ENERGY STAR](#)® qualified, EPEAT™ Gold and 87% efficient power supply configurations available

Processor Speed: 3.16 GHz, 6 MB L2 cache, 1333 MHz FSB *Preferred: Intel® Core™2 Duo or equivalent*

Memory: 2 GB 800 MHz DDR2 SDRAM

Memory Slots: 2

Graphics: Integrated

Audio: Integrated High Definition audio with internal speaker

Drive Bays:

Internal:

1 – 2.5-in

External:

1 - slimline

Hard disk:

160 GB 7200 rpm SATA 3.0 Gb/s NCQ, Smart IV

Optical Drive:

SATA SuperMulti LightScribe DVD Writer slim

Network Card:

Integrated Gigabit Network Connection

Wireless Card:

802.11n wireless card

I/O Devices:

PS2 101 Keyboard, PS2 Optical Mouse, 17” TFT screen

Ports:

Standard:

2 USB 2.0, 1 headphone/line-out, 1 microphone in

Rear:

6 USB 2.0, 2 PS/2, 1 RJ-45, VGA out, 1 audio in, 1 audio out

Slots:

1 mini PCIe

D:

Digital Camcorder Specifications-QTY 7

General

Sensor Type: ClearVid CMOS with Exmor

Still Pic Pixels: 6.1 MP

Video recording Resolution: 1920x1080

Still: Super SteadyShot

Flash: Yes

Memory Stick Slot: Yes

Microphone: Built-in

Lens Cover: Auto

Hybrid: Yes

Dual Record: Yes

Still Image Type: JPEG

Lens: Carl Zeiss Vario-SonnarT

Display

LCD: 2.7' Wide Touch Panel

Connections

AV Output: Yes

Digital AV Output: Yes

USB: USB 2 Connection

HDMI Connection Output: Yes

Accessories

Power Adapter/In-camera Charger

InfoLithium Rechargeable Battery

Remote Commander

Component Video Cable

Multi AV Cable

USB Cable

Driver CD

E:

Laptop Specifications.-QTY 20

Processor Speed: 2.26GHz 1066MHz 3MBL2 Preferred: *Intel Core 2 Duo or equivalent*

Operating System: Genuine Windows XP Pro (*possible upgrade to Genuine Windows Vista Business*)

Display: 12.1 WXGA TFT TouchScreen, w/ CCFL Backlight

System Graphics: Integrated

System Audio: Integrated

Memory: 3 GB PC3-8500 DDR3 SDRAM 1067MHz SODIMM Memory (2 DIMM)

Pointing Device: Touch Screen Pen

Camera: Internal

Hard Drive: min 120 GB Hard Disk Drive, 5400rpm

Optical Drive: External DVD Recordable 8x Max Dual Layer

Expansion Slot: Express Card Slot & PC Card Slot

I/O: 4x USB 2.0, VGA, Speaker out, Mic in, RJ11, RJ45, Serial Port, Parallel Port

Bluetooth: Integrated

Wireless Card: Integrated

Battery: 6 cell Li-Ion Battery

Software: MS Windows Vista Business(with downgrade to Windows XPP

Warranty: 3 years, next day on site and possibility of warranty renewal, Accidental damage Warranty

Accessories: Laptop Bag, USB Optical Mouse

F:

Printer Specifications-QTY-2

Functions: Print, Copy, Scan Fax

Black Print Speed: 24ppm

Scanner Type: Flatbed, ADF

Black Print Resolution: 600 x 600 x 2 dpi

Duplex Printing: Manual

Printer Memory: 64MB

Black Scan Speed: 3ppm
Scanner Resolution: 1200dpi
Fax Transmission Speed: 3 Sec per page
Fax Resolution: 300 x 300dpi
Incoming Fax Memory: 300 pages
Fax Speed Dials: 120 numbers
Connection: Network and USB

G: Photocopier machine-QTY 7

Print technology: Monochrome laser
Print speed: At least 40 pages per minute A4/A3
Duty cycle: up to 250,000 pages per month
Quality: 1200 x 1200 dpi
Connectivity: Parallel, USB 2.0, Ethernet 10/100 RJ 45
Memory: 256MB
Duplexer: Required
Input trays: 2*500 sheets A4, 50 envelope feeder
Output tray: 250 sheets
Scanner: 600, 400, 300, 200 x 400, 200 x 100 dpi (256 greyscales, 256 colour). Color Scanning in resolution of 400 dpi and above requires an additional memory, 50 originals per minute in b/w (600 dpi/A4), 25 originals per minute in color (600 dpi/A4)
Copier: Standard 512 MB (max. 1 GB) * 80 GB HDD, continuous copy 1-999, Zoom range 25-400% in 1% steps (25-200% with DP-700),

H:VSAT CONNECTIVITY-QTY 7(FOR SEVEN SITES)

TOR FOR INTERNET SERVICE PROVIDER

DBSC BACKGROUND

The District Business Solution Centres (DBSCs) are planned as one-stop-shop to facilitate the delivery of a judicious mix of business development services for micro small entrepreneurs, the youth and the women at districts and lower levels. The DBSCs are envisaged to act as focal support and reference points for planning and implementation of enterprises as well as coordinate respective training services at the district. The services of the DBSCs are meant to catalyze employment creation and wealth creation thus leading to improved livelihood and economic growth.

THE NEED STATEMENT

To achieve the development targets, UNDP Kenya requires a reliable VSAT internet connection for use in transmission of email and connectivity to internet for research and business development in the districts. Network outages would mean most processes cannot be carried out hence highly inconvenient. This

VSAT Service requested for in this RFP is a fresh installation in four districts: Murang'a, Kilifi, Garissa, Eldoret and will provide full TCP/IP Internet connectivity with voice and video capabilities.

SPECIFIC REQUIREMENTS

Implement and commission a 128 Kbps/128 Kbps full duplex Internet access within District Business solution center offices in the 4 districts based on internationally acceptable standards. The Internet access will be used by 5-10 staff members. The contracted firm must:

- i) Carry out a survey of site to determine the installations required for the provision of the service and install VSAT service for UNDP Kenya.
- ii) Provide a clear description of the proposed solution in the proposal. Clearly state the technology to be used and any value addition service being provided.
- iii) Provide security mechanism for the network
- iv) Specify the relevant warranty cover on the works, active hardware devices and software with clearly spelt out terms and conditions.
- v) Test the installation, record the test results and document the network layout, active devices and technical maintenance details.

EXPECTED OUTPUT

- Installation and testing of a reliable VSAT Internet link. One-on-one contention ratio VSAT dish Internet equipment shall be provided on rental basis with support inclusive.
- The successful bidder is expected to provide at least 2 publicly routable IP addresses per site.
- UNDP Kenya requires a turnkey solution for the installation of the VSAT circuit that is to provide UNDP Kenya with full TCP/IP connectivity to the Internet backbone.
- The successful provider must have 7x24x365 coverage for technical assistance and/or helpdesk facilities. The provider is also responsible for contacting designated UNDP Kenya network specialist(s) for both scheduled and un-scheduled downtime.
- The successful bidder must have direct Tier-1 access from its VSAT Hub to the Internet backbone and it is required to provide full disclosure of its peering arrangements, as well as of its current partnership agreements.
- Bidders are required to describe what alternate routing or fallback arrangements for continuity of service they have in place, should their primary link(s) to the Internet backbone become non operational.

- The selected provider must provide a web interface facility for UNDP Kenya to retrieve real time and historical information on network performance, utilization and usage analysis.
- UNDP Kenya project may wish to visit the vendor's Network Operations Centre.
- Prospective providers must include their proposed Service Level Agreement (SLA) terms and conditions that would be applicable to this engagement.
- The providers will be evaluated based on the price of proposal, Point of Presence, presence at local, national and international exchanges, peering arrangements, partnership agreements, and references.
- Average Round-trip latency to the Internet backbone from UNDP Kenya shall not exceed 700 ms.
- Jitter must be less than 60 ms, Packet loss must be less than 1%.
- The Service Level Agreement (SLA) must guarantee on an annual basis a service availability of at least 98.5%., and in the event of a VSAT failure requiring dispatch of a VSAT technician to UNDP Kenya, the MTTR shall not exceed 72 hours counting from the time the service went down. Bidder should describe in detail the support structure and equipment configuration that will be used to deliver these service levels to show that the stated compliance can be delivered. Bidder should propose penalty schemes, both monthly and cumulative annual, for failure to meet these service levels that they would be prepared to accept in the LTA.
- The VSAT circuit should be based on SCPC technology. Bidder should describe in detail the technology used.
- Provide network security mechanism and data compression capabilities.

2. To submit your bid as per the above specification, kindly send your bid to:

**Deputy country director (Operations)-
United Nations Development Programme Kenya, The Registry Office, Room
129,
Block Q, UN Complex Gigiri, PO Box 30218
Nairobi, Kenya
REF:UNDP/ITB/02/09**

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

- Annex VI. Technical Specifications
- Annex VII. Bid Submission Form
- Annex VIII. Price Schedule

4. In case of any clarity send an e-mail to: Nelson.waswa@undp.org
5. Bids must be delivered to the above office on or before [12.00 noon, Kenyan time] on [19/11/09]. Late bids shall be rejected.
6. Bids will be opened in the presence of Bidders' Representatives, who chose to attend on the 19th November at 12.30pm in the UNDP conference room, block q 3rd floor, gigiri complex off limuru road..To enable us book you in, kindly send your representative name and company on or before 18th November 12.00noon to david.lubanga@undp.org
7. This letter is not to be construed in any way as an offer to contract with your firm
8. UNDP reserves the right to reject or accept any bid
9. Partial order placement permitted depending on field of specialization.

Annex I

INSTRUCTIONS TO BIDDERS

A. Introduction

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

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than two weeks prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. **Language of the Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid** exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexures V, VI and VIII and clause 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 US dollars or any other 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 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.

13. **Bid Security:**

- (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 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.

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 Purchaser 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 Purchaser 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 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.

16.3 Any Bid received by the Purchaser 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 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

18. Opening of Bids:

18.1 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.

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 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 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.

20.2 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.

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, 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.

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

24. **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.

25. **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.

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

27. **Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the purchaser.

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

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

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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"/> Applies <input type="checkbox"/> Does not apply	If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
Liquidated damages	
<input type="checkbox"/> Applies <input type="checkbox"/> Does not apply	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order
Performance security	
<input type="checkbox"/> Applies <input type="checkbox"/> Does not apply	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. 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. 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. 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. e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.
Compliance with any other condition (s) required?	
<input type="checkbox"/> Applies <input type="checkbox"/> Does not apply	

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

SCHEDULE OF REQUIREMENTS

[Describe the required items, quantities and delivery periods and terms (INCOTERMS 2000).]

TECHNICAL SPECIFICATIONS

[The specifications should be drafted to permit the widest possible competition]

BID/PROPOSAL SUBMISSION FORM

To: The procuring entity

Dear Sir / Madam,

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

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

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

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

Dated this day of [year].

.....
Signature

.....
[in the capacity of]

Duly authorised 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 diskette (IBM compatible).

Name of Bidder:.....					
Item	Description	Unit	Unit Price *	Quantity Required	Total Price per item
GRAND TOTAL					

- *Unit price should be based on Incoterms used i.e. FOB/FCA/C&P/C&F/DU as the case may be.
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder