



## Invitation to Bid

**UNDP Southern Sudan case No.: ITB-SS-GDS-SPP-UNDP-001-2009**

Date: 18 June 2009

Dear Sir/Madam,

**Subject: Procurement of IT Equipment for SUPPORT TO PRESIDENCY PROJECT, UNDP South Sudan Office**

1. We hereby solicit your bid for the supply of following IT Equipment. The specifications and features are stipulated in **Annex IV**.

<b>S/No.</b>	<b>Description</b>	<b>Quantity (Nos)</b>
01	HP ProLiant DL360 G5 Server	04
02	HP ProLiant DL580 G5 Server	01
03	HP ProLiant DL580 G5 Server	01
04	Desktops:	50
05	Laptops	30
06	Digital Projector	04
07	UPS HP Rack-Mountable R5500 UPS	02
08	Active Network Components	01
09	Software	01

Bidders must provide all items as listed. Partial bids will not be accepted.

2. The bidding documents consist of:

- Annex I. Instructions to Bidders
- Annex II. Bid Data Sheet
- Annex III. General Terms and Conditions
- Annex IV. Schedule of Requirements
- Annex V. Technical Specifications
- Annex VI. Bid Submission Form
- Annex VII. Price Schedule

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

Contact Person: Ms. Josephine Baruch-Tucker, Chief of Procurement  
Name of Office: UNDP Juba, Southern Sudan  
E-Mail: bids.juba@undp.org cc: [bids.ss@undp.org](mailto:bids.ss@undp.org)

4. Bids must be delivered to the above office on or before 14:00 (Juba local time) on 17<sup>th</sup> July 2009. Late bids, and bids submitted by fax shall be rejected.
5. Bids will be opened at 14:30 (Juba local time) on the same date, in the presence of Bidders' Representatives, who chose to attend at the address, date and time indicated in the Bidding Documents.
6. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,



Kun Vee Lee  
Operations Manager  
UNDP Juba, Southern Sudan

## 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.

**Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing at [bids.ss@undp.org](mailto:bids.ss@undp.org). The response will be made in writing by posting on the UNDP web site <http://intra.sd.undp.org/bids/undp.php>

5. to any request for clarification of the Solicitation Documents that is received *earlier than five days* prior to the Deadline for the Submission of Bids.
6. **Amendments of Solicitation Documents:** *No later than five days* 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 Annexes 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 60 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:**

- The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount indicated in the Bid Data sheet..
- 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.
- 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.
- 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.
- 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.
- 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.

- 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 (1 original and 1 copy), 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 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 the ITB, and Bid Data Sheet 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 and delivery deadlines set by the UNDP South Sudan.

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 in the form of Bank Guarantee 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		
16.1 Deadline for Submission of Bids:	<b>17<sup>th</sup> July 2009 at 14:00 hours (Juba local time)</b>		
15.1 (a) Bids to be received at:/Bids to be marked:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; vertical-align: top;"> <b>UNDP Southern Sudan P.O Box Private Bag  Juba, Southern Sudan</b> </td> <td style="width: 70%; vertical-align: top;"> <b>“Attention: PROCUREMENT BID BOX / PROCUREMENT SEALED BID – Procurement of ICT Equipment for SPP UNDP South Sudan Office.</b>   <b>No:- ITB-SS-GDS-SPP-UNDP-001-2009</b>   <b>DO NOT OPEN BEFORE 14:30 hours, 17<sup>th</sup> July 2009”</b> </td> </tr> </table>	<b>UNDP Southern Sudan P.O Box Private Bag  Juba, Southern Sudan</b>	<b>“Attention: PROCUREMENT BID BOX / PROCUREMENT SEALED BID – Procurement of ICT Equipment for SPP UNDP South Sudan Office.</b>  <b>No:- ITB-SS-GDS-SPP-UNDP-001-2009</b>  <b>DO NOT OPEN BEFORE 14:30 hours, 17<sup>th</sup> July 2009”</b>
<b>UNDP Southern Sudan P.O Box Private Bag  Juba, Southern Sudan</b>	<b>“Attention: PROCUREMENT BID BOX / PROCUREMENT SEALED BID – Procurement of ICT Equipment for SPP UNDP South Sudan Office.</b>  <b>No:- ITB-SS-GDS-SPP-UNDP-001-2009</b>  <b>DO NOT OPEN BEFORE 14:30 hours, 17<sup>th</sup> July 2009”</b>		
18.1 Bid Opening	<b>14:30 hours, 17<sup>th</sup> July 2009, at UNDP Juba Office, South Sudan</b>		
7.0 Language of the Bid	<input checked="" type="checkbox"/> <b>English</b>		
11. Bid Price & currencies	<p>The prices quoted shall be in USD, or SDG as per following INCOTERMS 2000 and place:</p> <p><input type="checkbox"/> FOB      <input type="checkbox"/> FCA      <input checked="" type="checkbox"/> <b>CIP</b>      <input checked="" type="checkbox"/> DDU      <input type="checkbox"/> Other</p> <p>Places: <b>Juba, South Sudan</b></p>		
9. (a) and (b) Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not required <ul style="list-style-type: none"> <li>• 3 years of being in business</li> <li>• After sales service support network in South Sudan</li> <li>• Experience with similar organizations</li> <li>• Financial report 2007/2008</li> </ul>		
12. Bid Validity Period:	<input checked="" type="checkbox"/> <b>60 days</b> <input type="checkbox"/> If different, please specify		
13. (a) Bid Security	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not required  iii. <b>USD 2,500 or SDG 6,000 in the form of a certified cheque.</b>		

<b>Relevant clause(s) of Instruction to Bidders</b>	<b>Specific data complementing, supplementing, or amending instructions to Bidders</b>		
20. Preliminary Examination – completeness of bid.	<input type="checkbox"/> Partial bids permitted <span style="float: right;"><input checked="" type="checkbox"/> <b>Partial bids not permitted</b></span>		
22&23. Evaluation and Award Criteria	All unit prices shall be multiplied with quantities to determine total values. Aggregate total for all equipment will be compared. Award shall be made to the lowest evaluated bid complying with technical, qualification and delivery requirements.		
24.Purchaser’s Right to Vary Requirements at Time of Award	<input checked="" type="checkbox"/> 20 percent, increase or decrease of quantity	<input type="checkbox"/> Condition waived	
Compliance with any other clause.	<b>Kindly note that price quotation should be supported with the product brochure. Please mention the Warranty, Delivery Time, payment terms and others in the quotation.</b>		

## **General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

2.1.1 UNDP shall, on fulfillment 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 licenses 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 fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, 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.

## SCHEDULE OF REQUIREMENTS-

S/N	Description of Items	Unit	Quantity
01	<b>HP ProLiant DL360 G5 Server with specifications below</b>	EA	04
	<p><b><u>Baseline Specifications:</u></b></p> <p><b>Processor:</b> (2) Intel® Xeon® processor X5460 (3.16 GHz, 1333MHz, 120W)  <b>Memory:</b> 8 GB PC2-5300 FB DIMMs DDR2 667MHz  <b>Operating System:</b> Windows Server®2008, Enterprise Edition, Includes 25 CALs  <b>Rails:</b> Sliding Ready Rails With Cable Management Arm  <b>Riser Card:</b> Riser with 2 PCIe x8 + 2 PCIe x4 Slot  <b>Primary Controller:</b> SAS 6/iR Integrated, x6 Chassis  <b>Hard Drives:</b> (5) 160GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive  <b>Network:</b> 2x Intel PRO 1000VT Quad Port 1GbE NIC  <b>Network:</b> Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC  <b>Internal Optic Drive:</b> DVD ROM, SATA, Internal  <b>Server Accessories</b>  Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor</p>		
02	<b>HP ProLiant DL580 G5 Server with specifications below</b>	EA	01
	<p><b><u>Baseline Specifications:</u></b></p> <p><b>Processor:</b> (2) 6-Core Intel® Xeon® E7450 Processor (2.40GHz, 12MB L3 cache, 90 Watts) Processor  <b>Memory:</b> 8 GB PC2-5300 FB DIMMs DDR2 667MHz  <b>Operating System:</b> Windows Server®2008, Standard Edition, Includes 25 CALs  <b>Rails:</b> Sliding Ready Rails With Cable Management Arm  <b>Riser Card:</b> Riser with 2 PCIe x8 + 2 PCIe x4 Slot  <b>Primary Controller:</b> SAS 6/iR Integrated, x6 Chassis  <b>Hard Drives:</b> (4) 500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive  <b>Network:</b> 2x Intel PRO 1000VT Quad Port 1GbE NIC  <b>Network:</b> Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC  <b>Internal Optic Drive:</b> DVD ROM, SATA, Internal  <b>Server Accessories</b>  Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor.</p>		

03	<b>HP ProLiant DL580 G5 Server With Specification below</b>	EA	01
	<p><b><u>Baseline Specifications:</u></b></p> <p><b>Processor:</b> (1) Quad-core AMD Opteron™ Model 2380 2.5GHz  <b>Memory:</b> 4 GB PC2-5300 Registered DIMMs (DDR2-667)  <b>Operating System:</b> Windows Server®2008, Standard Edition, Includes 25 CALs  <b>Rails:</b> Sliding Ready Rails With Cable Management Arm  <b>Riser Card:</b> Riser with 2 PCIe x8 + 2 PCIe x4 Slot  <b>Primary Controller:</b> Smart Array P800/512MB Controller  <b>Hard Drives:</b> 6 x 1TB LFF SATA " Hot Plug Hard Drive  <b>Network:</b> 2x Intel PRO 1000VT Quad Port 1GbE NIC  <b>Network:</b> Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC  <b>Internal Optic Drive:</b> DVD ROM, SATA, Internal  <b>Server Accessories</b>  Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor</p>		
04	<b><u>Desktops: With Specification below</u></b>	EA	50
	<p><b><u>HP Pavilion a6750t seriesP</u></b></p> <p><b><u>Operating System: Winodws Vista Business SP 1</u></b>  <b><u>Processor:</u></b> Intel(R) Core(TM) 2 Quad processor Q8200 2.33GHz  <b><u>Memory:</u></b> 4GB DDR2-800MHz SDRAM  <b><u>Hard Drive:</u></b> 500GB 7200 rpm SATA 3Gb/s hard drive  <b><u>Graphic Card:</u></b> 512MB ATI Radeon/ NVIDIA GeForce VGA Adapter  <b><u>Optical drive type:</u></b> Blu-ray writer &amp; Lightscribe SuperMulti DVD burner  <b><u>Networking:</u></b> Integrated 10/100 Ethernet  <b><u>Wireless capability:</u></b> Wireless 802.11 b/g  <b><u>Front Productivity Ports :</u></b> 15-in-1 memory card reader, 2 USB, headphone port  <b><u>Sound Card :</u></b> Integrated Intel® High Definition Audio - 7.1 Surround Sound Ready  <b><u>Software:</u></b> Microsoft Office 2007 Professional  <b><u>Warranty:</u></b> 3-year standard parts and labor warranty</p>		

	<b><u>Laptops With Specification below</u></b>	EA	30
	<p><b>HP Pavilion dv4t</b></p> <p><b><u>Operating System: Winodws Vista Business SP 1</u></b></p> <p><b><u>Processor:</u></b> Intel(R) Core(TM)2 Duo Processor P8600 (2.4 GHz)</p> <p><b><u>Memory:</u></b> 4GB DDR2 System Memory</p> <p><b><u>Hard Drive:</u></b> 320GB 5400RPM SATA Hard Drive with HP ProtectSmart Hard Drive Protection</p> <p><b><u>Graphic Card:</u></b> Intel(R) Graphics Media Accelerator 4500MHD 512MB</p> <p><b><u>Display:</u></b> 14.1" diagonal WXGA High-Definition</p> <p><b><u>Optical drive type:</u></b> Blu-ray writer &amp; Lightscribe SuperMulti DVD burner</p> <p>Integrated camera: Optional VGA webcam</p> <p><b><u>Networking:</u></b> Integrated 10/100 Ethernet</p> <p><b><u>Wireless capability:</u></b> Wireless 802.11 b/g</p> <p><b><u>Sound Card :</u></b> Integrated Intel® High Definition Audio - 7.1 Surround Sound Ready</p> <p><b><u>Warranty:</u></b> 3-year standard parts and labor warranty</p> <p><b><u>Software:</u></b> Microsoft Office 2007 Professional</p> <p><b><u>Carrying Cases:</u></b> Large Nylon Carrying Case</p>		

	<b><u>Digital Projector</u></b>	EA	04
	<p><b>Brightness (Lumens) :</b></p> <p><b>Contrast (Full On/Off) :</b></p> <p><b>Std. Lens: Focus:</b> Manual</p> <p><b>Zoom-</b> Manual, 1.10:1</p> <p><b>Lamp Life:</b> At least 2000 Hours</p> <p><b>Aspect Ratio:</b> 4:3 (XGA)</p>		
	<b><u>UPS HP Rack-Mountable R5500 UPS</u></b>	EA	02
	<b><u>Active Network Components</u></b>	EA	01
	Netgear ProSafe™ - FS752TPS - 48 Port 10/100 Stackable Smart Switch with 4 Gigabit Ports and 24 Port PoE		
	<b><u>Software</u></b>	EA	01
	<ul style="list-style-type: none"> <li>- Symantec Endpoint Protection 11.0 with 100 Licenses</li> <li>- Microsoft Exchange Server 2007 Standard Edition, Complete Package with Media, One Server with 100 CALs.</li> </ul>		

**Delivery Schedule:** All items must be delivered in Juba within 4-6 weeks of signing of the contract.

**Delivery Location:** UNDP Juba Office, South Sudan.

**TECHNICAL SPECIFICATIONS****HP ProLiant DL360 G5 Server****Baseline Specifications:**

**Processor:** (2) Intel® Xeon® processor X5460 (3.16 GHz, 1333MHz, 120W)

**Memory:** 8 GB PC2-5300 FB DIMMs DDR2 667MHz

**Operating System:** Windows Server®2008, Enterprise Edition, Includes 25 CALs

**Rails:** Sliding Ready Rails With Cable Management Arm

**Riser Card:** Riser with 2 PCIe x8 + 2 PCIe x4 Slot

**Primary Controller:** SAS 6/iR Integrated, x6 Chassis

**Hard Drives:** (5) 160GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive

**Network:** 2x Intel PRO 1000VT Quad Port 1GbE NIC

**Network:** Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC

**Internal Optic Drive:** DVD ROM, SATA, Internal

**Server Accessories**

Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor

**HP ProLiant DL580 G5 Server****Baseline Specifications:**

**Processor:** (2) 6-Core Intel® Xeon® E7450 Processor (2.40GHz, 12MB L3 cache, 90 Watts) Processor

**Memory:** 8 GB PC2-5300 FB DIMMs DDR2 667MHz

**Operating System:** Windows Server®2008, Standard Edition, Includes 25 CALs

**Rails:** Sliding Ready Rails With Cable Management Arm

**Riser Card:** Riser with 2 PCIe x8 + 2 PCIe x4 Slot

**Primary Controller:** SAS 6/iR Integrated, x6 Chassis

**Hard Drives:** (4) 500GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive

**Network:** 2x Intel PRO 1000VT Quad Port 1GbE NIC

**Network:** Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC

**Internal Optic Drive:** DVD ROM, SATA, Internal

**Server Accessories**

Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor

**HP ProLiant DL185 G5 Storage Server****Baseline Specifications:**

**Processor:** (1) Quad-core AMD Opteron™ Model 2380 2.5GHz

**Memory:** 4 GB PC2-5300 Registered DIMMs (DDR2-667)

**Operating System:** Windows Server®2008, Standard Edition, Includes 25 CALs

**Rails:** Sliding Ready Rails With Cable Management Arm  
**Riser Card:** Riser with 2 PCIe x8 + 2 PCIe x4 Slot  
**Primary Controller:** Smart Array P800/512MB Controller  
**Hard Drives:** 6 x 1TB LFF SATA " Hot Plug Hard Drive  
**Network:** 2x Intel PRO 1000VT Quad Port 1GbE NIC  
**Network:** Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC  
**Internal Optic Drive:** DVD ROM, SATA, Internal  
**Server Accessories**  
Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor

### **Desktops:**

**HP Pavilion a6750t series**

**Operating System: Winodws Vista Business SP**

**Processor:** Intel(R) Core(TM) 2 Quad processor Q8200 2.33GHz

**Memory:** 4GB DDR2-800MHz SDRAM

**Hard Drive:** 500GB 7200 rpm SATA 3Gb/s hard drive

**Graphic Card:** 512MB ATI Radeon/ NVIDIA GeForce VGA Adapter

**Optical drive type:** Blu-ray writer & Lightscribe SuperMulti DVD burner

**Networking:** Integrated 10/100 Ethernet

**Wireless capability:** Wireless 802.11 b/g

**Front Productivity Ports :** 15-in-1 memory card reader, 2 USB, headphone port

**Sound Card :** Integrated Intel® High Definition Audio - 7.1 Surround Sound Ready

**Software:** Microsoft Office 2007 Professional

**Warranty:** 3-year standard parts and labor warranty

### **Laptops**

HP Pavilion dv4t

**Operating System: Winodws Vista Business SP**

**Processor:** Intel(R) Core(TM)2 Duo Processor P8600 (2.4 GHz)

**Memory:** 4GB DDR2 System Memory

**Hard Drive:** 320GB 5400RPM SATA Hard Drive with HP ProtectSmart Hard Drive Protection

**Graphic Card:** Intel(R) Graphics Media Accelerator 4500MHD 512MB

**Display:** 14.1" diagonal WXGA High-Definition

**Optical drive type:** Blu-ray writer & Lightscribe SuperMulti DVD burner

Integrated camera: Optional VGA webcam

**Networking:** Integrated 10/100 Ethernet

**Wireless capability:** Wireless 802.11 b/g

**Sound Card :** Integrated Intel® High Definition Audio - 7.1 Surround Sound Ready

**Warranty:** 3-year standard parts and labor warranty

**Software:** Microsoft Office 2007 Professional

### **Digital Projector**

**Brightness (Lumens) :**

**Contrast (Full On/Off) :**

**Std. Lens: Focus:** Manual  
**Zoom-** Manual, 1.10:1  
**Lamp Life:** At least 2000 Hours  
**Aspect Ratio:** 4:3 (XGA)

#### UPS

**HP Rack-Mountable R5500 UPS**

#### **Active Network Components**

Netgear ProSafe™ - FS752TPS - 48 Port 10/100 Stackable Smart Switch with 4 Gigabit Ports and 24 Port PoE

#### **Software**

- Symantec Endpoint Protection 11.0 with 100 Licenses
- Microsoft Exchange Server 2007 Standard Edition, Complete Package with Media, One Server with 100 CALs.

**BID/PROPOSAL SUBMISSION FORM**

**To: Procurement Unit  
UNDP Southern Sudan  
P.O Box Private Bag  
Juba, Southern Sudan**

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver fuel to UNDP Southern Sudan 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 60 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.

Name of Bidder:

Address of Bidder:

Authorized Signature:

Date:

Name of Authorised  
Signature (type or print)

Functional Title of  
Signatory

