



Invitation to Bid

Ref.: ITB/KRTGF/09/002-R

Date: June 28th, 2009

Dear Sir/Madam,

Subject: Procurement of IT Equipment (Desktop Computers and Printers)

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

(As per attached Annex VI)

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

- | | |
|-------------|---|
| Annex I. | Instructions to Bidders |
| Annex II. | Bid Data Sheet |
| Annex III. | General Terms and Conditions |
| Annex IV. | Special Conditions |
| Annex V. | Schedule of Requirements |
| Annex VI. | Technical Specifications |
| Annex VII. | Bid Submission Form |
| Annex VIII. | Price Schedule |
| Annex IX. | Bid Securities Forms (BID SECURITY, PERFORMANCE SECURITY) |
- a) Bid Security: 2% of the Offer Value. Required if the offer exceed 300.000 USD
b) Performance security: (Bank guarantee in 10% of the contract value if the offer exceed 500.000 USD) to be submitted 10 days of receipt of the Contract from the Purchaser;

3. Bids should be sent to the following address;

Name of Office: **United Nations Development Program (UNDP North Sudan)**
Attention: **Procurement Unit (Global Fund Programme)**
Garden City, Building # 290
P. O. Box 913 Khartoum,
Sudan

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

Name of Office: **United Nations Development Program (UNDP)**
Attention: **Procurement Unit (Global Fund Programme)**
Telephone: **+249 (1) 83 783 756/7 ext. 1727**
Fax: **+249 (1) 83 773 128**
or via email addressed to
Contact Person: **Piero Emanuele Franceschetti**
Email: **piero.emanuele.franceschetti@undp.org**

5. Bids must be delivered to the above UNDP Sudan office on or before **14:00 hour local time Khartoum/Sudan on July 21st, 2009**. Late bids shall be rejected. Bid sent via email or fax will not be accepted.
6. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at the above address, on **July 21st, 2009 at 15:00 hour** local time Khartoum/Sudan.
7. This Invitation to Bid is not to be construed in any way as an offer to contract with your firm.

Sincerely,

Piero Emanuele Franceschetti
Procurement Specialist

INSTRUCTIONS TO BIDDERS

32 Introduction

1. **General:** The Purchaser invites Sealed Bids for the supply of IT equipment/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.

32 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. Replies to any requests for clarification will also be posted on the UNDP Sudan web site at <http://intra.sd.undp.org/bids/undp.php>
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.

32 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 Annexure 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 dollar**. 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 2% 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.

32 Submission of Bids

14. **Format and Signing of Bid:** The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. Sealing and Marking of Bids:

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

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" (**Procurement of IT Equipments – Ref.: ITB/KRTGF/09/002-R**) 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".

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.

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.

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.

Technical Evaluation Grid							
Item No.	Description	Technical Criteria			Yes	No	Explanation
1	<u>Desktop Computers</u>	Desktop Computers (155 units)	Processor	Intel® Core™2 Extreme Speed 3.2, Processor Front Side Bus Speed 1600 MHz, 12 MB L2 Cache			
			Memory (RAM)	Dual Channel DDR2 - 2 GB DDR2 -800			
			Operating System	Windows® XP Professional			
			Office Package	Microsoft Office 2003 Professional			
			Hard Drive	120 GB SATA Hard Disk with transfer rate of 3.0Gb/s			
			Graphics Card	256MB ATI Radeon			
			Optical Drive	16X DVD+/-RW SATA			
			Lan Card	Integrated Intel – Gigabit Ethernet controller			
			Modem	Internal Modem – 56K Modem			
			KeyBoard	English & Arabic USB Keyboard			
			Mouse	USB Mouse with Scroll			
			Monitor	17 inch Flat Panel Monitor			
					Antivirus	License at least 2 years	
2	<u>Printer Heavy Duty – Black and White – Network Printer</u>	Network Printer (4 units)	Print Speed	Up to 33 ppm			
			Print resolution/quality	Up to 1200x1200 dpi			
			Processor Speed	400 MHz			
			Print Memory	80 MB			
				or equal/equivalent to HP LaserJet P3005dn Printer (Q7815A)			
3	<u>Laser printer – Black and White – (Not network printer)</u>	Laser printer – Black and White (125 units)	Print speed	Up to 26 ppm			
			Print resolution/quality	Up to 1200x1200 dpi			
			Technology	Laser			
			Print Memory	32 MB			
				or equal/equivalent to HP Laser Jet P2015x Printer (CB369A)			

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/specifications 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. bid security, performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network in North Sudan.

32 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 affect 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 checked="" 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 checked="" type="checkbox"/> CIF Khartoum Airport		
Bid Validity Period.	<input checked="" type="checkbox"/> 120 days <input type="checkbox"/> If different, please specify.....		
Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> Required. <input type="checkbox"/> Not required.		
Bid Security	<input checked="" type="checkbox"/> Required two percent (2%) if the offer exceeds USD 300.000 <input type="checkbox"/> Not required.		
Preliminary Examination – completeness of bid.	<input checked="" type="checkbox"/> Partial bids permitted by lot. <input type="checkbox"/> Partial bids not permitted. <u>Partial bidding is allowed, i.e. Bidders are permitted to bid for each Lot separately. Bidders must offer bids for complete lot(s). Bidders shall not submit incomplete bid within each Lot, that is, each Lot technical and financial information shall be provided in its entirety.</u>		
Purchaser's Right to Vary Requirements at Time of Award	<input checked="" type="checkbox"/> 15 % percent increase or decrease remain unchanged.	<input type="checkbox"/> Condition waived	<input type="checkbox"/> Condition applies but change limit to percent.

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 affect 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.

32 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 licences required for the goods.

32 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.

32 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.

32 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.

32 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.

32 **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.

32 **PRIVILEGES AND IMMUNITIES**

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

Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Warranty/Guarantee	
<input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	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 checked="" 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 checked="" type="checkbox"/> Applies if the offer exceed USD 500.000 <input type="checkbox"/> Does not apply	a) Within 10 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 checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply	To facilitate evaluation of the offers, Bidders are required to provide full technical specifications for the items offered (i.e. technical brochures, catalogues etc.). Bidder shall indicate the country of origin of the products and brand name. Please note that North Sudan is currently under various trade restrictions, as a result, Bidders are requested to carefully verify that the goods

are not falling under these restrictions.

Please refer to the web site of the Department of the Treasury's Office of Foreign Assets Control (OFAC) for more detailed information concerning trade restrictions at <http://www.ustreas.gov/offices/enforcement/ofac/programs/> and at http://www.bis.doc.gov/policiesandregulations/05foreigncontrols/chap5_embargo.htm

Bidders offering United States American brands/makes **must provide** along with their bids/offers, **information that provides evidence on their experience and capacity to provide the required export licenses from the US governmental Office of Foreign Assets Control (OFAC)** for the requested goods. This information will be considered during the evaluation.

The requested goods will be delivered to the **Sudan National Malaria Control Programme (Government Counterpart)** and not to UNDP Sudan Country Office. The goods will be used by the **Federal Ministry of Health**. Bidders must ensure that goods which fall under US embargo are provided with an export license by the above mentioned US Government Office (OFAC).

Nota Bene

Bidders are requested to demonstrate their experience and capacity to process the required export certificate/license and to indicate the timeframe for obtaining such a license.

All goods provided shall have a one year warrantee against manufacturing defects.

Suppliers shall certify that no deliverable item shall infringe on any patent or licenses belonging to third parties. The Purchaser may under no circumstances be held responsible for claims of third parties regarding the licenses granted by the owner. The Supplier undertake, that shall maintain undamaged the Purchaser against any claim derived of the above-mentioned licenses.

SCHEDULE OF REQUIREMENTS

Items required: Please see Annex VI (Technical Specifications).

Delivery Time: As soon as possible. Goods required at the latest by 15 September 2009.

Delivery terms: (INCOTERMS 2000) CIF Khartoum Airport

Consignee Address:

**PROCUREMENT UNIT (GLOBAL FUND PROGRAMME)
UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
GLOBAL FUND OFFICE,
HOUSE No. 290, GARDEN CITY,
KHARTOUM
SUDAN
TEL: +249 183 773 123/25 EXT. (1727)**

TECHNICAL SPECIFICATIONS

Item No.	Lot No.	Item Description	Qty
1	1	<p><u>Desktop Computers</u></p> <p>Processor: Intel® Core™2 Extreme Speed 3.2, Processor Front Side Bus Speed 1600 MHz, 12 MB L2 Cache.</p> <p>Memory (RAM): Dual Channel DDR2 - 2 GB DDR2 -800</p> <p>Operating System: Windows® XP Professional (Original license/CD shall be provided)</p> <p>Office Package: Microsoft Office 2003 Professional (Original license/CD shall be provided)</p> <p>Hard Drive: 120 GB SATA Hard Disk with transfer rate of 3.0Gb/s</p> <p>Graphics Card: 256MB ATI Radeon</p> <p>Optical Drive: 16X DVD+/-RW SATA</p> <p>LanCard: Integrated Intel – Gigabit Ethernet controller</p> <p>Modem: Internal Modem – 56K Modem</p> <p>KeyBoard: English & Arabic USB Keyboard</p> <p>Mouse: USB Mouse with Scroll</p> <p>Monitor: 17 inch Flat Panel Monitor</p> <p>Antivirus: License at least 2 years</p>	155
2	2	<p><u>Printer heavy duty – black and white – Network Printer</u></p> <p>Print speed Up to 33 ppm Print quality Up to 1200x1200 dpi Processor Speed, 400 MHz Print Memory 80 MB or equal/equivalent to HP LaserJet P3005dn Printer (Q7815A)</p> <p>Please note that Bidders offering United States American brands/makes must provide along with their bids/offers, information that provides evidence on their experience and capacity to provide the required export licenses from the US governmental Office of Foreign Assets Control (OFAC) for the requested goods. This information will be considered during the evaluation. Bidders shall also indicate the timeframe for obtaining such a license.</p>	4
3		<p><u>Laser Printer – black and white – (Not network printer)</u></p> <p>Print speed Up to 26 ppm Print quality Up to 1200x1200 dpi Technology, Laser Print Memory, 32 MB or equal/equivalent to HP LaserJet P2015x Printer (CB369A)</p> <p>Please note that Bidders offering United States American brands/makes must provide along with their bids/offers, information that provides evidence on their experience and capacity to provide the required export licenses from the US governmental Office of Foreign Assets Control (OFAC) for the requested goods. This information will be considered during the evaluation. Bidders shall also indicate the timeframe for obtaining such a license.</p>	125

Annex VI – the Bidder’s technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Purchaser shows the required specifications (**not to be modified by the tenderer**);
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient);
- Column 4 allows the tenderer to make comments on his proposed supply and to make eventual references to the documentation.

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

1. Item Number	2. Specifications		3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
1	Desktop Computers				
	Processor	Intel® Core™2 Extreme Speed 3.2, Processor Front Side Bus Speed 1600 MHz, 12 MB L2 Cache			
	Memory (RAM)	Dual Channel DDR2 - 2 GB DDR2 -800			
	Operating System	Windows® XP Professional			
	Office Package	Microsoft Office 2003 Professional			
	Hard Drive	120 GB SATA Hard Disk with transfer rate of 3.0Gb/s			
	Graphics Card	256MB ATI Radeon			
	Optical Drive	16X DVD+/-RW SATA			
	Lan Card	Integrated Intel – Gigabit Ethernet controller			
	Modem	Internal Modem – 56K Modem			
	KeyBoard	English & Arabic USB Keyboard			
	Mouse	USB Mouse with Scroll			
	Monitor	17 inch Flat Panel Monitor			
Antivirus	License at least 2 years				
2	<u>Printer Heavy Duty – Black and White – Network Printer</u>				
	Print Speed	Up to 33 ppm			
	Print resolution/quality	Up to 1200x1200 dpi			
	Processor Speed	400 MHz			
	Print Memory	80 MB			
	or equal/equivalent to HP LaserJet P3005dn Printer (Q7815A)				
3	<u>Laser printer – Black and White – (Not network printer)</u>				
	Print Speed	Up to 26 ppm			
	Print resolution/quality	Up to 1200x1200 dpi			
	Technology	Laser			
	Print Memory	32 MB			
	or equal/equivalent to HP LaserJet P2015x Printer (CB369A)				

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 the below Lot(s):

Lot no 1: *[description of supplies with indication of quantities and origin]*

Lot no 2: *[description of supplies with indication of quantities and origin]*

in conformity with the said bidding documents and without any reservation or restriction.

The price of our tender excluding spare parts and consumables, if applicable is:

Lot no 1: [.....]

Lot no 2: [.....]

The total amount of our offer is *[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 authorized to sign the Bid for and on behalf of

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item. The cost of transport for each lot must be clearly, and separately, indicated in the offer. Please indicate the INCOTERMS 2000.
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 formats 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. The Bidder shall be deemed to have satisfied himself before submitting his tender, the extent and nature of the services and materials necessary for the completion of the Contract, and in general to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting his tender.
7. The Bidder shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.
8. In addition to the hard copy, please provide also the information on CD Rom.

NAME OF BIDDERS.....

Lot No.	Item No.	Item Description	Quantity	Unit Price* USD	Total Price USD	
1	1	<p><u>Desktop Computers:</u></p> <p>Processor: Intel® Core™2 Extreme Speed 3.2, Processor Front Side Bus Speed 1600 MHz, 12 MB L2 Cache.</p> <p>Memory (RAM): Dual Channel DDR2 - 2 GB DDR2 -800</p> <p>Operating System: Microsoft Windows – Windows® XP Professional (Original license/CD shall be provided)</p> <p>Office Package: Microsoft Office 2003 Professional (Original license/CD shall be provided for all desktops computers)</p> <p>Hard Drive: 120 GB SATA Hard Disk with transfer rate of 3.0Gb/s</p> <p>Graphics Card: 256MB ATI Radeon</p> <p>Optical Drive: 16X DVD+/-RW SATA</p> <p>LanCard: Integrated Intel – Gigabit Ethernet controller</p> <p>Modem: Internal Modem – 56K Modem</p> <p>KeyBoard: English & Arabic USB Keyboard</p> <p>Mouse: USB Mouse with Scroll</p> <p>Monitor: 17 inch Flat Panel Monitor</p> <p>Antivirus: License at least 2 years</p>	155			
	Transport Cost + Insurance (CIF Khartoum Airport)					
	SUB TOTAL LOT No. 1					
	Indicate delivery period of time after the purchase order (PO) is signed:					
2	2	<p><u>Printer heavy duty – black and white – Network printer:</u></p> <p>Print speed, black Up to 33 ppm Print resolution, Up to 1200 x 1200 dpi Processor Speed, 400 MHz Print Memory 80 MB or equal/equivalent to HP LaserJet P3005dn Printer (Q7815A)</p>	4			
	3	<p><u>Laser Printer – black and white – not network printer</u></p> <p>Print speed, black Up to 26 ppm Technology, Laser Print resolution, Up to 1200 x 1200 dpi Print Memory, 32 MB or equal/equivalent to HP LaserJet P2015x Printer (CB369A)</p>	125			
	Transport Cost + Insurance (CIF Khartoum Airport)					
	SUB TOTAL LOT No. 2					
Indicate delivery period of time after the purchase order (PO) is signed:						
GRAND TOTAL USD (LOT 1 + LOT 2)						

*Unit price should be based on INCOTERMS 2000 **CIF Khartoum Airport**. It is mandatory to provide separate price/offer for each lot.

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

Signature of Bidder

BID/PROPOSAL SECURITY FORM

To: The procuring entity,

Mr. Mustafa Ghulam
Deputy Country Director/Director of Operations
United Nations Development Programme Sudan
UNDP Building Khartoum
P.O. Box 913, Khartoum
Sudan

Whereas [*name of contractor*] (hereinafter called the “Contractor”) has submitted its bid/proposal dated [*date submission of proposal*] for the provision of IT Equipment for [*description of the goods*] (hereinafter called Proposal).

KNOW ALL PEOPLE by these presents that WE [*name of bank*], having our registered office at [*address of bank*] (hereinafter called “the Bank”), are bound unto [*name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of two percent (2%) of the amount of the Bidder’s Proposal for the total of.....[INSERT AMOUNT OF BID SECURITY IN FIGURES AND IN WORDS], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said Bank thisday of.....2009.

THE CONDITIONS of this obligation are:

1. If the Contractor withdraws its Proposal during the period of proposal validity specified by the Contractor on the Proposal Submission Form: or
2. If the Contractor, having been notified of the acceptance of its Proposal by the Purchaser during the period of validity of the proposal:
 - (a) fails or refuses to execute the Contract Form, or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Contractors;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of validity of the proposal, and any demand in respect thereof should reach the Bank not later than the above date.

.....
Signature of the Bank

PERFORMANCE BANK GUARANTEE

To: The Procuring Entity
Mr. Mustafa Ghulam
Deputy Country Director/Director of Operations
United Nations Development Programme Sudan
UNDP Building Khartoum
P.O. Box 913, Khartoum
Sudan

WHEREAS.....[INSERT NAME AND ADDRESS OF THE CONTRACTOR] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to execute.....[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF WORKS], (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of.....[INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of[INSERT AMOUNT OF GUARANTEE] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until thirty calendar days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK

ADDRESS

DATE

Note:
Performance Security is 10% of the total contract amount to be provided in the form of Bank Guarantee.
Performance Security will be requested from winner-vendor only.