

## INSTRUCTIONS TO BIDDERS

### A. Introduction

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

### B. Solicitation Documents

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

### C. Preparation of Bids

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

#### 8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexures V, VI and VIII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

**9. Documents Establishing Bidder's Eligibility and Qualifications:**

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

**10. Documents Establishing Goods' Conformity to Bidding Documents:**

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

11. **Bid Currencies/Bid Prices:** All prices shall be quoted in US dollars or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

12. **Period of Validity of Bids:** Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

**13. Bid Security:**

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 5 % of the Offer Value.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
  - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
  - ii. cashier's cheque, or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.

- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
  - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
  - 2) In the case of a successful Bidder, if the Bidder fails:
    - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
    - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

#### **D. Submission of Bids**

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

#### **15. Sealing and Marking of Bids:**

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

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and
- (b) make reference to the "subject" indicated in section I of these Solicitation Documents, and a statement: "**DO NOT OPEN BEFORE 1500 HRS ON 31 MARCH 2009**", to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

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

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

#### **16. Deadline for Submission of Bids/Late Bids:**

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

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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

17. **Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission.

No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

## **E. Opening and Evaluation of Bids**

### **18. Opening of Bids:**

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified as follows:

**Tuesday, 31 March 2009 before 1500 hrs,  
Main Conference Room, UNDP Building# 5,  
#53, Pasteur Street, Boeung Keng Kang I,  
Phnom Penh, Cambodia**

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.

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

#### **F. Award of Contract**

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.
24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.
26. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.
27. **Performance Security:** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the purchaser.

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

**BID DATA SHEET**

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders		
Language of the Bid	<ul style="list-style-type: none"> <li>• <b>English</b>    • French    • Spanish    • If others, specify.....</li> </ul>		
Bid Price	<p>The prices quoted shall be as per following INCOTERMS 2000 and place:</p> <ul style="list-style-type: none"> <li>• FOB   • FCA   • CPT   ✓ <b>DDU</b>   • Other:</li> </ul> <p><b>Place: Within Phnom Penh (Actual destination to be advised)</b></p> <p><b>Note: UNDP will facilitate documentations for tax exemption, but a bidder must be solely responsible in dealing with tax exemption process (from application to approval)</b></p>		
Documents Establishing Bidder’s Eligibility & Qualifications	<ul style="list-style-type: none"> <li>• <b>Required.</b>                          • Not required.</li> </ul>		
Bid Validity Period.	<ul style="list-style-type: none"> <li>• <b>120 days</b>                          • If different, please specify.....</li> </ul>		
Bid Security	<ul style="list-style-type: none"> <li>• Required.                          • <b>Not required.</b></li> </ul>		
Preliminary Examination – completeness of bid.	<ul style="list-style-type: none"> <li>• Partial bids permitted.    • <b>Partial bids not permitted.</b></li> </ul>		
Purchaser’s Right to Vary Requirements at Time of Award	<ul style="list-style-type: none"> <li>• <b>15 percent, increase or decrease, remain unchanged.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Condition waived</li> </ul>	<ul style="list-style-type: none"> <li>• Condition applies but change limit to ..... percent.</li> </ul>
Compliance with any other clause required?	<ul style="list-style-type: none"> <li>• <b>No.</b>                                  • If yes, specify:</li> </ul>		
	(When required this space may also be used to enter a modified version of any of the above data.)		

## **General Terms and Conditions**

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

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

### **2. PAYMENT**

2.1.1 UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and

for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

## **7. INSPECTION**

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

## **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.



**13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

**14. CHILD LABOUR**

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

**16. SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

**16.2 Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

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

## Special Conditions

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

“Warranty”/Guarantee	
<input checked="" type="checkbox"/> <b>Applies</b> <input type="checkbox"/> <b>Does not apply</b>  <b>Based on the warranty (3 years) specified in the technical specifications</b>	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"/> <b>Applies</b> <input type="checkbox"/> <b>Does not apply</b>	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 <b>1 percent</b> of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.
Performance security	
<input type="checkbox"/> <b>Applies</b> <input checked="" type="checkbox"/> <b>Does not apply</b>	a) Within 30 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.
Schedule/Term of Payment	
<input checked="" type="checkbox"/> <b>Applies</b> <input type="checkbox"/> <b>Does not apply</b>	UNDP shall, on fulfilment of delivery, installation, test and final acceptance from purchaser, make payment within 30 days of request for payment from purchaser.

Compliance with any other  
condition (s) required?

Applies

**Does not apply**

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

## **SCHEDULE OF REQUIREMENTS**

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

**Each bidder should be able to confirm that he can supply the totality of the equipment quoted within a maximum of 20 working days, counted from the time a written confirmation of purchase order has been placed with the successful bidder.**

## **TECHNICAL SPECIFICATIONS**

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

### **ASYCUDA Project – Kingdom of Cambodia**

#### **Computer Equipment for Phase III – Roll Out (Part III a)**

##### **1 Overview**

The ASYCUDA (Automated System for Customs Data) project will provide a modern data processing system into the Customs process and its implementation is part of a wider government action plan for trade facilitation in Cambodia.

This Customs automation project has been divided in phases. The first one called “Prototype phase” allowed a Project Team composed of Customs officers and UNCTAD staff, located at CED HQ, to develop a fully functional prototype. The second phase, conditioned upon validation of the prototype (validated on 31/05/07), has seen the deployment of the prototype in a pilot site (Sihanoukville Customs Branch and Sub-Branch) involving not only Customs but also the Trade community. The third phase, conditioned upon validation of the pilot site (validated 17/08/08), will extend to the remaining major Customs Offices (Phnom Penh International Airport, Export, Excise and Phnom Penh Dry Ports).

This document details the first part of computing equipment of phase III, for the implementation of ASYCUDA project for Kingdom of Cambodia.

As UN project, we do have some procurement rules to follow thus **quotations valid for a minimum 120 days** are invited for the supply and installation of equipment listed below together with all related services.

##### **2 Requirements**

For phase I and phase II of the ASYCUDA Project, we purchased the following equipment: Dell Poweredge 1800 Server (2 processors, 6HD), IBM x3650 rack mounted (2 dual core processors, 12GB RAM, 3HD), IBM Dell Optiplex 745 Desktop, Lenovo ThinkCentreM55e Duo processor.

The equipment for phase III (Part III a) should be **fully compatible with previous equipment bought**. We may need to exchange components; especially HD and this will require a full installation of all equipment, including software.

**All hardware and hardware components must be Linux Suze version 10.3 compatible (mandatory).**

**Please read carefully the detailed specification of each equipment as they represent the minimum requirement.**

### 3 Equipment

The following are the requirements for the third phase (III a) of the ASYCUDA Project excluding communication line, which will be on another RFP.

**Note: Compatibility with the phase I and phase II equipment composed of Dell and IBM servers and PCs will be an added advantage.**

The equipment will be installed within Phnom Penh area.

**All hardware and hardware components must be Linux Suze version 10.3 compatible (mandatory).**

#### 3.1 HARDWARE

a) 2x Rack Server computer

- ✓ 1<sup>st</sup> Processor: Quad Core 3.2 GHz 1333 MHz front side bus speed or better
- ✓ 2<sup>nd</sup> processor: Quad Core 3.2 GHz 1333 MHz front side bus speed or better (as above)
- ✓ 24 GB Ram (in 12 \* 2 GB DIMM) 800 Mhz
- ✓ 2 \* 12MB L2 Cache
- ✓ Hard Disk: 6 \* 120 GB Hot Swap Ultra SCSI 160 or better
- ✓ RAID 5 controller card – Dual channel for the RAID controller
- ✓ DVD-ROM RW
- ✓ **Internal Tape Drive:** 36/72GB DAT Internal drive (DDS –2 Compatible)
- ✓ Video: 32 MB AGP VGA
- ✓ Network: 10/100/1000 Base TX PCI NIC
- ✓ Wireless card
- ✓ Ports: 1 Parallel, 1 Serial, 4 USB
- ✓ Dual Power Supply with Hot Swap
- ✓ Operating System: Red Hat Enterprise Linux v4 ASx86 (**64 bits**) pre-installed with CD and license
- ✓ Database: Oracle 10g (10.2.0.1.0 or above) (**64 bits**) pre-installed with CD and license
- ✓ SOClass Application 2.1.16 pre-installed with CD and license
- ✓ Driver & OS recovery CDs
- ✓ Certification: RedHat Linux 9 (AS4)
- ✓ Warranty: 3 Years Comprehensive (including all Parts and On site Labor)

**Please mention the following, in addition to the above specifications:**

- i. **the remaining number of available slots for HD**
- ii. **the remaining number of available slots for memory**
- iii. **the possibility of your technical team to re-install Linux (if requested) and the cost involved**

**Please refer to part 3.2 in this document, for more details about pre-installed software.**

- b) 2x UPS to support the above mentioned server
  - ✓ 2200 VA or above
  
- c) 1x 8-port Switch
  - ✓ This switch is from a common screen, keyboard and mouse to be able to shift from one server to another one
  - ✓ 8 cables compatible with the switch to be included
  - ✓ this switch should be pluggable on a UPS
  
- d) 50x Client computer
  - ✓ Pentium Dual core, Core2 Duo
  - ✓ Processor / Bus: from 2 to 3.2 GHz Hyper Threading processor / 533 MHz
  - ✓ Cache memory: 512KB on-die L2 cache
  - ✓ RAM: 4GB DDR2 dual channel
  - ✓ Hard Disk: 1 \* 120Go HD
  - ✓ Intel Chipset
  - ✓ 3 PCI and 1 AGP Expansion slots
  - ✓ 128MB Video RAM not shared
  - ✓ DVD-ROM RW
  - ✓ Graphic card: ATI Radeon Xpress 200 / from 32 Mo to 256 Mo shared
  - ✓ Sound card: built-in
  - ✓ Integrated I/O Ports front and back end (Serial, Parallel, 6 USB 2.0, Ethernet RJ-45)
  - ✓ Ethernet Card: 10/100/1000 Mbps Auto- Sensing Network Adapters
  - ✓ **Wireless Card**
  - ✓ 17" LCD Color Monitor
  - ✓ Optical USB Wheel Mouse and Pad
  - ✓ Standard Windows/Linux Suze compatible USB/wireless keyboard, supporting Khmer Unicode with on/off button on mouse and keyboard (for wireless keyboard and mouse)
  - ✓ Low profile desktop casing
  - ✓ Power cables
  - ✓ Energy star Compliant
  - ✓ 3-year comprehensive warranty
  - ✓ **Pre loaded with Linux Suze (KDE environment) version 10.3 (dual language English/Khmer official from Khmer OS.info) with license**
  - ✓ Driver & OS recovery CDs
  - ✓ **Complete installation of Khmer Unicode software/fonts (official from Khmer OS.info) on each of the PCs**
  - ✓ **Complete installation files and documentation required for installation of Network Cards on Linux Suze 10.3**
  
- e) 50x UPS to support the above mentioned PCs
  - ✓ 750 VA or above

- f) 15x LaserJet Printer (HP2015 or equivalent or better model supporting A4 paper)
  - **Fast printing**
  - **Linux Suze compatible**
- g) 15x additional Ink Cartridge for the above LaserJet Printer
- h) 1x Patch Panel with casing (rack)  
This patch panel is meant for servers, UPS, cabling and any additional equipment
- i) 1x Patch Panel  
This patch panel is meant for cabling only

### 3.2 SOFTWARE

- 2 \* Red Hat Enterprise Linux v4 ASx86 (**64 bits**), for 2 servers
- 2 \* 5-users packs of Oracle 10g (10.2.0.1.0 or above) (**64 bits**) + yearly maintenance-support, for 2 servers
- SOClass application version 2.1.16, with perpetual 150-user licenses, for 2 servers
- Wireless Network Cards installation files and guides on RedHat Linux (for servers) and on Linux Suze 10.3 (for PCs)

All the software mentioned in this part indicates **the applications that should be installed on the servers and PCs by vendors.**

Vendors should contact SOClass Vendor at <http://www.strategyobject.com/contact.html> and indicate their requirements such as application, installation guide and user license for 2 servers.

### 3.3 MAINTENANCE SERVICES

- a) Yearly Preventive and Corrective Maintenance contract is to be proposed including:
  - ✓ Sites visit once per quarter as preventive service
  - ✓ On call /on-sites support service (weekday from 07.00 to 18.00 hours)
    - 2 days for PCs and UPS and printers
    - **2 hours for servers**
  - ✓ Standby support for week-end

Please indicate explicitly the terms and conditions of each type of maintenance service applicable and proposed.

All maintenance costs (whether preventive and/or corrective) requirement to ensure continuity of working system are to be quoted and to indicate whether it is a one-time cost or recurrent cost.



b) Backup Solution

- ✓ to propose the **best automated backup solution** you can suggest us; the proposed solution should be easy to put in place, reliable and taking into account ASYCUDA software specification especially the Oracle Database in Linux Environment;
- ✓ to put in place and test it
- ✓ to clearly document the solution and to train the National Project Team members in charge of servers administration and maintenance

For the Backup solution, you may consider all the three requests - to propose, to put in place and to train the National Project Team Members that are introduced to your company by Customs.

#### **4 Installation**

Quotation submitted must include all cost of computing equipment, including network configuration and security set-up to a satisfactory standard.

All computing equipment are to be delivered, set-up and tested in their respective locations: Customs Office in Phnom Penh International Airport and ASYCUDA offices in Customs and Excise Department, # 6-8, Preah Norodom Boulevard, Phnom Penh.

Note: Exact address will be provided to the awarded company.

#### **5 Maintenance**

A Service Level Agreement is required, including maintenance of all computing equipment supplied, for a period of 2 years & renewable. It will be up to Customs to negotiate an extension of warranty and contract after the end of the project.

#### **6 Terms and Conditions**

All goods shall be quoted **as Customs Duty and VAT free** as the ASYCUDA project, being an UNCTAD program, is exempted from any duties, taxes and other government charges.

The following additional conditions will apply to the computing equipment, printers and software:

- a) All equipment and software must be of high quality and proven (only well known and reputable brands will be considered).
- b) Similar equipment should be, as far as practicable, of the same brand to simplify maintenance arrangements. (e.g. all computers, all printers).
- c) Each bidder should provide the list of their support service centre nationwide.
- d) Each bidder should provide the list of their Team Members with their qualification and experience.
- e) **A guarantee of service / repairs as soon as a report is made and at the latest within two (2) hours for server and two (2) days for other equipment must be given and replacement equipment provided for this period.**

- f) All equipment supplied must have at least 3 years warranty for parts and labor, counted from the day of actual installation at the agreed premises and formal acceptance of the equipment by ASYCUDA's project staff. **Replacement for new of any faulty equipment, during the warranty period, will be considered a distinct advantage.**
- g) Each bidder should be able to confirm that he can supply the totality of the equipment quoted **within a maximum of 20 working days**, counted from the time a written confirmation of purchase order has been placed with the successful bidder.
- h) ASYCUDA Project will proceed with the payment for the goods and services agreed on the quote (**minus penalties for any delay**), through the UNDP office in Phnom Penh, within 30 days after total delivery, installation, testing and acceptance of the proposed equipment and software. **The amount and conditions of penalty will be specified in details in the contract with the awarded company.**
- i) Each bidder must be able to offer a reasonable discount for this bulk purchase. Prices quoted shall be **net after any discount**.
- j) All prices must be quoted in US Dollars.
- k) References from other bulk clients, including names and current contact telephone numbers should also be provided with the Quote.

**BID/PROPOSAL SUBMISSION FORM**

To: The procuring entity

Dear Sir / Madam,

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

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

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

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

Dated this . . . .day of . . . .[year].

.....  
Signature

.....  
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of .....

**PRICE SCHEDULE**

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, if possible please provide also the information on CD Rom.

<b>Name of Bidder:</b> _____						
<b>Minimum Standard Information Technology Equipment Configuration for ASYCUDA</b>						
All specification listed below are the minimum standard requirement. Expected warrantee term is 3 years on parts and service.						
No.	Description	Qty Required	Unit Price	Total Price Per Item	Remarks	
<b>I.</b>	<b>HARDWARE</b>					
	<b>a). 2x Rack Server Computer</b>					
	<b>1<sup>st</sup> Processor</b>	Quad Core 3.2 GHz 1333 MHz front side bus speed or better				
	<b>2<sup>nd</sup> Processor</b>	Quad Core 3.2 GHz 1333 MHz front side bus speed or better (as above)				

	<b>24 GB Ram (in 12 * 2 GB DIMM) 800 Mhz</b>				
	<b>2 * 12MB L2 Cache</b>				
<b>Hard Disk</b>	<b>6 * 120 GB Hot Swap Ultra SCSI 160 or better</b>				
	<b>RAID 5 controller card – Dual channel for the RAID controller</b>				
	<b>DVD-ROM RW</b>				
<b>Internal Tape Drive</b>	<b>36/72GB DAT Internal drive (DDS –2 Compatible)</b>				
<b>Video</b>	<b>32 MB AGP VGA</b>				
<b>Network</b>	<b>10/100/1000 Base TX PCI NIC</b>				
	<b>Wireless card</b>				
<b>Ports:</b>	<b>1 Parallel, 1 Serial, 4 USB</b>				

		<b>Dual Power Supply with Hot Swap</b>				
	<b>Operating System</b>	<b>Red Hat Enterprise Linux v4 ASx86 (64 bits) pre-installed with CD and license</b>				
	<b>Database</b>	<b>Oracle 10g (10.2.0.1.0 or above) (64 bits) pre-installed with CD and license</b>				
		<b>SOClass Application 2.1.16 pre-installed with CD and license</b>				
		<b>Driver &amp; OS recovery CDs</b>				
		<b>Certification: RedHat Linux 9 (AS4)</b>				
	<b>Warranty:</b>	<b>3 Years Comprehensive (including all Parts and On site Labor)</b>				
		<b>Please mention the following, in addition to the above specifications:</b>				
		<b>i. The remaining number of available slots for HD</b>				
		<b>ii. The remaining number of available slots for memory</b>				
		<b>iii. The possibility of your technical team to re-install Linux (if requested) and the cost involved.</b>				
		<b>Please refer to part 3.2 in this document, for more details about pre-installed software.</b>				
	<b><u>b). 2x UPS to support the above mentioned server</u></b>	<b>2200 VA or above</b>				
	<b><u>c). 1x 8-port Switch</u></b>	<b>This switch is from a common screen, keyboard and mouse to be able to shift</b>				

	<b>from one server to another one</b>				
	<b>8 cables compatible with the switch to be included</b>				
	<b>this switch should be pluggable on a UPS</b>				
<b>d). 50x Client Computer</b>	Pentium Dual core, Core2 Duo				
Processor / Bus	from 2 to 3.2 GHz Hyper Threading processor / 533 MHz				
Cache memory	512KB on-die L2 cache				
RAM	4GB DDR2 dual channel				
Hard Disk	1 * 120Go HD				
	Intel Chipset				
	3 PCI and 1 AGP Expansion slots				
	128MB Video RAM not shared				
	DVD-ROM RW				
Graphic card	ATI Radeon Xpress 200 / from 32 Mo to 256 Mo shared				
Sound card	built-in				
	Integrated I/O Ports front and back end (Serial, Parallel, 6 USB 2.0, Ethernet RJ-45)				
Ethernet Card	10/100/1000 Mbps Auto- Sensing Network Adapters				
	<b>Wireless Card</b>				
	17" LCD Color Monitor				

	Optical USB Wheel Mouse and Pad				
	Standard Windows/Linux Suze compatible USB/wireless keyboard, supporting Khmer Unicode with on/off button on mouse and keyboard (for wireless keyboard and mouse)				
	Low profile desktop casing				
	Power cables				
	Energy star Compliant				
	3-year comprehensive warranty				
	<b>Pre loaded with Linux Suze (KDE environment) version 10.3 (dual language English/Khmer official from Khmer OS.info) with license</b>				
	Driver & OS recovery CDs				
	<b>Complete installation of Khmer Unicode software/fonts (official from Khmer OS.info) on each of the PCs</b>				
	<b>Complete installation files and documentation required for installation of Network Cards on Linux Suze 10.3</b>				
<b><u>e). 50x UPS to support the above mentioned PCs</u></b>	<b>750 VA or above</b>				



**II. SOFTWARE**

<b>f). <u>15x LaserJet Printer (HP2015 or equivalent or better model supporting A4 paper)</u></b>	<b>Fast printing</b>				
	<b>Linux Suze compatible</b>				
<b>g). <u>15x additional Ink Cartridge for the above LaserJet Printer</u></b>					
<b>h). <u>1x Patch Panel with casing (rack)</u></b>	<b>This patch panel is meant for servers, UPS, cabling and any additional equipment</b>				
<b>i). <u>1x Patch Panel</u></b>	<b>This patch panel is meant for cabling only</b>				
<b>2 * Red Hat Enterprise Linux v4 ASx86 (<u>64 bits</u>), for 2 servers</b>					
<b>2 * 5-users packs of Oracle 10g (10.2.0.1.0 or above) (<u>64 bits</u>) + yearly maintenance-support, for 2 servers</b>					
<b>SOClass application version 2.1.16, with perpetual 150-user licenses, for 2 servers</b>					
<b>Wireless Network Cards installation files and guides on RedHat Linux (for servers) and on Linux Suze 10.3 (for PCs)</b>					
<b>All the software mentioned in this part indicates <b>the applications that should be installed on the servers and PCs by vendors.</b></b>					
<b>Vendors should contact SOClass Vendor at <a href="http://www.strategyobject.com/contact.html">http://www.strategyobject.com/contact.html</a> and indicate their requirements such as application, installation guide and user license for 2 servers.</b>					

<b>III. MAINTENANCE SERVICES</b>	<b>a). Yearly Preventive and Corrective Maintenance contract is to be proposed including:</b>	Sites visit once per quarter as preventive service				
		On call /on-sites support service (weekday from 07.00 to 18.00 hours)				
		- 2 days for PCs and UPS and printers				
		- <b>2 hours for servers</b>				
		Standby support for week-end				
		Please indicate explicitly the terms and conditions of each type of maintenance service applicable and proposed.				
		All maintenance costs (whether preventive and/or corrective) requirement to ensure continuity of working system are to be quoted and to indicate whether it is a one-time cost or recurrent cost.				
		<b>b). Backup Solution</b>	To propose the <b>best automated backup solution</b> you can suggest us; the proposed solution should be easy to put in place, reliable and taking into account ASYCUDA software specification especially the Oracle Database in Linux Environment;			

		To put in place and test it				
		To clearly document the solution and to train the National Project Team members in charge of servers administration and maintenance				
		For the Backup solution, you may consider all the three requests - to propose, to put in place and to train the National Project Team Members that are introduced to your company by Customs.				
<b>Grand Total:</b>						

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

Signature of Bidder .....