

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني

RFQ-2022-PAL-10-0000012320



# INVITATION TO BID

## Procurement and Supply of Hardware Equipment and Devices

Event ID: PAL10-0000013606

Project: Sawasya II: Promoting the Rule

Country: Occupied Palestinian Territory

Issued on: 12 September 2022

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## SECTION 1. LETTER OF INVITATION

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
  - Form A: Bid Submission Form
  - Form B: Bidder Information Form
  - Form C: Joint Venture/Consortium/Association Information Form
  - Form D: Qualification Form
  - Form E: Format of Technical Bid
  - Form F: Price Schedule
  - Form G: Form of Bid Security
  - Form H: Form of Performance Security

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to [proc1.papp@undp.org](mailto:proc1.papp@undp.org), indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Sincerely Yours

Yours sincerely, DS

Shehadeh A. Pappas

Head of Procurement Unit

UNDP PAPP

09-Sep-2022

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## SECTION 2. INSTRUCTION TO BIDDERS

### GENERAL PROVISIONS

#### Introduction

- 1.1 Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d>
- 1.2 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
- 1.3 UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
- 1.4 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.

#### Fraud & Corruption, Gifts and Hospitality

- 1.5 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at [http://www.undp.org/content/undp/en/home/operations/accountability/audit/office\\_of\\_audit\\_andinvestigation.html#anti](http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti)
- 1.6 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
- 1.7 In pursuance of this policy, UNDP:
  - (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;
  - (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
- 1.8 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

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Eligibility	<p>1.9 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>1.10 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
Conflict of Interests	<p>1.11 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>1.12 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>1.13 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>1.14 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>

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**B. PREPARATION OF BIDS**

<b>General Considerations</b>	<p>1.15 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>1.16 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>
<b>Cost of Preparation of Bid</b>	<p>1.17 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>Language</b>	<p>1.18 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
<b>Documents Comprising the Bid</b>	<p>1.19 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>1.20 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<b>Technical Bid Format and Content</b>	<p>1.21 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.</p> <p>1.22 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.</p> <p>1.23 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p> <p>1.24 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.</p>
<b>Price Schedule</b>	<p>1.25 The Price Schedule shall be prepared using the Form provided in Section 6 of</p>



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	<p>the ITB and taking into consideration the requirements in the ITB.</p> <p>1.26 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p>
<b>Bid Security</b>	<p>1.27 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.</p> <p>1.28 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.</p> <p>1.29 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>1.30 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>1.31 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails:             <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>Currencies</b>	<p>1.32 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ul>
<b>Joint Venture, Consortium or Association</b>	<p>1.33 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the</p>

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	<p>designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>1.34 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>1.35 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>1.36 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>1.37 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>1.38 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>1.39 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>Only One Bid</b>	<p>1.40 The Bidder (including the individual members of any Joint Venture) shall submit <b>only one Bid</b>, either in its own name or as part of a Joint Venture.</p> <p>1.41 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> </ul>

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	e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
<b>Bid Validity Period</b>	<p>1.42 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>1.43 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>Extension of Bid Validity Period</b>	<p>1.44 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>1.45 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>1.46 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.</p>
<b>Clarification of Bid (from the Bidders)</b>	<p>1.47 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>1.48 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>1.49 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
<b>Amendment of Bids</b>	<p>1.50 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>1.51 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>Alternative Bids</b>	1.52 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB

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	<p>requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>1.53 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
Pre-Bid Conference	<p>1.54 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>
<b>C. SUBMISSION AND OPENING OF BIDS</b>	
Submission	<p>1.55 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>1.56 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>1.57 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>1.58 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol>

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	<p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
<b>Email and eTendering submissions</b>	<p>1.59 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ul> <p>1.60 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</a></p>
<b>Deadline for Submission of Bids and Late Bids</b>	<p>1.61 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>1.62 UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.</p>
<b>Withdrawal, Substitution, and Modification of Bids</b>	<p>1.63 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>1.64 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>1.65 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>1.66 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<b>Bid Opening</b>	<p>1.67 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p>

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	<p>1.68 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>1.69 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>Confidentiality</b>	<p>1.70 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>1.71 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>Evaluation of Bids</b>	<p>1.72 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>1.73 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary</p>
<b>Preliminary Examination</b>	<p>1.74 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.</p>
<b>Evaluation of Eligibility and Qualification</b>	<p>1.75 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>1.76 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial</li> </ul>

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	<p>resources to perform the contract and all existing commercial commitments,</p> <p>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</p> <p>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</p> <p>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>f) They have a record of timely and satisfactory performance with their clients.</p>
<b>Evaluation of Technical Bid and prices</b>	<p>1.77 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.</p>
<b>Due diligence</b>	<p>1.78 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p> <p>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</p> <p>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
<b>Clarification of Bids</b>	<p>1.79 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>1.80 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>1.81 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>



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Responsiveness of Bid	<p>1.82 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>1.83 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
Nonconformities, Reparable Errors and Omissions	<p>1.84 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>1.85 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>1.86 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>1.87 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
Right to Accept, Reject, Any or All Bids	<p>1.88 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
Award Criteria	<p>1.89 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.</p>



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Debriefing	1.90 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
Right to Vary Requirements at the Time of Award	1.91 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
Contract Signature	1.92 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
Contract Type and General Terms and Conditions	1.93 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Performance Security	1.94 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of seven (7) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
Bank Guarantee for Advanced Payment	1.95 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
Liquidated Damages	1.96 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.

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Payment Provisions	1.97 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
Vendor Protest	1.98 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
Other Provisions	<p>1.99 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>1.100 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>1.101 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

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## SECTION 3. BID DATA SHEET

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Allowed. The bidder has the right to quote one lot or more or all lots. Bidders can propose and quote for ONE OPTION ONLY.
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will not be conducted
5	16	Bid Validity Period	90 days
	12	Bid Security	Required in the amount of USD \$7,000 Acceptable Forms of Bid Security <ul style="list-style-type: none"> <li>▪ Bank Guarantee (See Section 8 for template)</li> <li>▪ Any Bank-issued Check / Cashier's Check / Certified Check</li> </ul>
6	38	Right to Vary Requirements at the Time of Award	UNDP has the Right to Vary Requirements at the Time of Award and/ or during execution of contract even if variations exceed twenty five percent (25%) of the originally estimated quantities, without any change in the unit price or other terms and conditions.
7	42	Advanced Payment upon signing of contract	Not Allowed
8	43	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.05% Max. number of days of delay: 30 calendar days, after which UNDP may terminate the contract.

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9	41	Performance Security and Maintenance Security	<p>Performance Security:</p> <p>Required in the amount of 10% of resulted contract price in the form of a Bank Guarantee (please see the template)</p> <p>(a) Within (7) days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value;</p> <p>(b) The Performance Security shall be valid for the implementation period plus three months;</p> <p>(c) The proceeds of the Performance Security shall be payable to the UNDP as a compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract;</p> <p>(d) The Performance Security shall be denominated in the currency of the contract.</p> <p>Maintenance Security:</p> <p>a) Within seven (7) days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP, the contractor, at his own cost and expense furnishes to the UNDP a Maintenance Guarantee in an amount equal to (5%) of the Contract Price to be valid until the end of the Warranty Period;</p> <p>(a) If, within 12 months after the equipment have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair;</p> <p>If the Supplier fails to replace/repair the defect during the above specified period, then UNDP does these repairs at the expense of the Supplier, which shall be deducted from due sums against the Maintenance Guarantee.</p>
10	13	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/questions	Seven (7) days before the submission deadline
12	18	Contact Details for submitting clarifications/questions	<p>Inquiries shall be posted online, minimum (5) days prior to bid closing date:</p> <p>Focal Person in UNDP: Procurement Assistant</p> <p>Address: 3 Yaqubi St., Jerusalem 9591101</p> <p>E-mail address: <a href="mailto:proc1.papp@undp.org">proc1.papp@undp.org</a></p> <p><b>Attention: Quotations shall not be submitted to this address; otherwise, the offer will be disqualified.</b></p>

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			Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Bids	e-Tendering
15	22	Bid Submission Address	<a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a>  BU Code: PAL10 Event ID number: 00000012320
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB.</li> <li>Documents which are required in <b>original</b> (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: Programme of Assistance to the Palestinian People (UNDP/PAPP) UNDP/PAPP Jerusalem Office 3 Yaqubi Street, Wadi el-Joz East Jerusalem Tel: +972-2-626-8200  <b>Or</b> UNDP/PAPP Ramallah Office Ein Munjid, Tokyo St. Abraj Building, 10<sup>th</sup> floor Tel: +972-2-298-4325</li> </ul>

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17	25	Date, time and venue for the opening of bid	This is e-Tendering submission: the bidders will receive an email once their Bids are opened.
18	27, 36	Evaluation Method for the Award of Contract	<b>Lowest priced technically responsive, eligible and qualified bid per lot; given that partial quotes per lot will be disqualified if: The number of quoted items is less than 100% of total number of quoted items per lot.</b>
19		Expected date for commencement of Contract	Upon signing the contract
20		Maximum expected duration of contract	Three (3) months from contract signature. Delivery duration is critical, as such, supplier/suppliers are required to deliver goods on time.
21	35	UNDP will award the contract to:	One or more Proposers
22	39	Type of Contract	Contract for Goods and/or Services to UNDP <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
24		Other Information Related to the ITB	<p>Conditions for Determining Contract Effectivity:</p> <ul style="list-style-type: none"> <li>• Upon UNDP's receipt of Performance Bank Guarantees; and,</li> <li>• Upon contract signing from both parties.</li> </ul> <p>Special Conditions of Contract:</p> <ul style="list-style-type: none"> <li>▪ Cancellation of PO/Contract if the delivery/completion is delayed by 30 calendar days</li> </ul> <p>Special condition that applies during the evaluation phase: The UNDP evaluation panel reserves the right to inspect/test the tendered items during the evaluation phase and, if specifications and quality of the offered goods are not in accordance with / do not meet the required standards and quality levels, then this will cause rejection of the offer under evaluation as technically non-responsive.</p>

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**Section 4. Evaluation Criteria****Preliminary Examination Criteria**

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

**Minimum Eligibility and Qualification Criteria**

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country;</li> <li>▪ Export/Import Licenses, if applicable</li> <li>▪ Certificate of Registration of the business including Articles of incorporation, or equivalent document if bidder is not a corporation</li> <li>▪ In case an international bidder applied, this bidder must associate with a local specialized company which has the capacity and</li> </ul>	Form B: Bidder Information Form

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	capability to provide after sales services for the equipment. Physical inspection of the local bidder's offices or other places where business transpires, with or without notice to the bidder may take place. The bidder should submit the local company profile including names of key personal, certifications preferably on the same product to be considered for detailed technical evaluation.	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 5 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last (5) years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum (5) years of relevant experience.	Form D: Qualification Form
	The bidder, as a prime contractor, has implemented at least one (1) contract of similar value, nature and complexity over the last (5) years (to comply with this requirement, project cited should be at least 70 percent complete); <b>(Pass/Fail basis)</b>	Form D: Qualification Form
<b>Financial Standing</b>	Minimum average annual turnover of US \$100,000 over the last (5) years. (to be calculated from Jan 2017 – Dec 2021 from the audited financial reports of the corresponding years) (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form

<sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.



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	<p><b>Quick Ratio (QR) of not less than 1.0;</b> bidders may use the form of Balance Sheet to calculate QR; If QR is less than 1, UNDP shall verify financial capacity of the bidder and has the authority to seek references from concerned parties &amp; banks on the bidder' financial standing. UNDP reserves the right to reject any bid if submitted by a contractor whom the investigation leads to a result that he/she is not financially capable and/or had serious financial problems.</p>	Form D: Qualification Form
<b>Technical Evaluation</b>	<p>The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the following:</p> <p>(1) full compliance with the technical specifications identified in the bid document; the bidder shall submit full data sheets &amp; catalogues for the equipment included in the technical specifications, including details on offered manufactures' warranties;</p> <p>(2) Brand and model should be introduced and successfully used in the market for at least five (5) years.</p> <p>(3) Appropriateness of a comprehensive training proposal on the use, operation, maintenance, and preventive maintenance of the proposed equipment;</p> <p>(4) Appropriateness of the implementation timetable to project schedule, where applicable;</p> <p>(5) Comprehensiveness of after-sales services, the evaluation committee may opt to visit the local office of the international bidder to assess the capability/capacity of the local company to offer after sales service.</p> <p>(6) Confirmation of availability of spare parts for the period of minimum (10) years.</p>	Form E: Technical Bid Form
<b>Financial Evaluation</b>	<p>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</p> <p>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)</p>	Form F: Price Schedule Form

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## SECTION 5A: SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS, AND COMPLIANCE SHEETS

#	Item as per the following specification or equivalent	QYT
1.	<b>LOT1</b> <b>HPE 3PAR 8200 support renewal</b> HPE 3PAR 8200 support renewal for 1 years	1
2.	<b>LOT1</b> <b>Datacenter Core Switch</b> Enterprise level fully managed Switch I/O ports and slots: <ul style="list-style-type: none"> <li>24 SFP+ fixed 1000/10000 SFP+ ports; Duplex: 100BASE-TX: half or full; 1000BASE-T: full only; Ports 1 - 16 support MACSec</li> <li>2 open module slots: Supports a maximum of 8 SFP+ ports or 2 40GbE ports, with optional module</li> <li>1 stacking module slot</li> </ul> <b>Power: 2 x 250W dual redundant power supply</b> <b>Memory and processor:</b> P2020 Dual Core @ 1.2 GHz, 4 GB DDR3 SDRAM, 1 GB SD Card <b>Performance</b> <ul style="list-style-type: none"> <li><b>1000 Mb Latency:</b> &lt; 2.8 µs (64-byte packets)</li> <li><b>10 Gbps Latency:</b> &lt; 1.8 µs (64-byte packets)</li> <li><b>40 Gbps Latency:</b> &lt; 1.5 µs</li> <li><b>Throughput:</b> up to 285.7 Mpps (64-byte packets)</li> <li><b>Switching capacity:</b> 480 Gbps</li> <li><b>Routing table size:</b> 10000 entries (IPv4), 5000 entries (IPv6)</li> <li><b>MAC address table size:</b> 64000 entries</li> </ul> <b>Key features</b> <ul style="list-style-type: none"> <li>Advanced Layer 3 switch series with backplane stacking, dynamic segmentation, low latency and resiliency</li> <li>Advanced security and network management</li> <li>Modular 10GbE and 40GbE uplinks for wireless aggregation</li> <li>Software-defined ready with REST APIs and Open Flow support</li> </ul> <b>Warranty:</b> lifetime warranty	1
3.	<b>LOT1</b> <b>HPE ProLiant DL380 Gen10:-</b> <ul style="list-style-type: none"> <li>CPU: 2 x 4210R Xeon *</li> <li>MEM: 2 * 32GB 2Rx8 PC4-2933V-R Smart Kit *</li> <li>CAGE: DL380 Gen10 8-SFF Hot Plug</li> <li>HDD NO HDD</li> <li>CTR: HPE Smart Array P408i-a/2GB SR Gen10 Ctrlr</li> <li>NIC: HP 1Gb 4-port 331i Adapter</li> <li>PSU: 1 x 800W Power Supply Kit (Gen10)</li> </ul> RAIL: HP 2U SFF – Easy Install Rail Kit.	1
4.	<b>LOT1</b> <b>HPE MSA 2060 10GbE iSCSI SFF Storage</b> ( 4 * HPE MSA 2.4TB SAS 12G Enterprise 10K SFF (2.5in) M2 3yr Wty HDD , HPE MSA 10Gb Short Range iSCSI SFP+ 4-pack Transceiver ).	1
5.	<b>LOT1</b> VMware vSphere Essentials Plus Kit.	1

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6.	<b>LOT1</b>	<b>HPA</b> <ul style="list-style-type: none"> <li>• PCI Express 2.0 x8</li> <li>• Ports 10Gb Ethernet x 2</li> <li>• Data Link Protocol 10 Gigabit LAN, FCoE</li> <li>• Data Transfer Rate 10 Gbps</li> <li>• Network / Transport Protocol TCP/IP, iSCSI</li> <li>• Compliant Standards IEEE 802.1Q, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ae, IEEE 802.1Qbb, IEEE 802.1Qaz</li> <li>• System Requirements Novell NetWare, Red Hat Linux, SuSE Linux Enterprise Server, Microsoft Windows Server, VMware ESX Server, VMware ESXi, Citrix XenServer 5.6, Citrix XenServer 6.0</li> <li>• General</li> <li>• Device Type Host bus adapter</li> <li>• Form Factor Plug-in card - low profile</li> <li>• Interface (Bus) Type PCI Express 2.0 x8</li> <li>• Networking</li> <li>• Ports 10Gb Ethernet x 2</li> <li>• Connectivity Technology Wired</li> <li>• Data Link Protocol 10 Gigabit LAN</li> <li>• Data Transfer Rate 10 Gbps</li> <li>• Network / Transport Protocol TCP/IP, iSCSI</li> <li>• Features Full duplex capability, PXE support, Receive Side Scaling (RSS)</li> <li>• Compliant Standards IEEE 802.1Q, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ae, IEEE 802.1Qbb, IEEE 802.1Qaz</li> <li>• Expansion / Connectivity</li> <li>• Interfaces 2 x 10Gb Ethernet - SFP+</li> </ul> Compatible Slots 1 x PCI Express 2.0 x8 - low-profile	1
7.	<b>LOT1</b>	<b>3m 10Gb DAC Cable</b>	1
8.	<b>LOT2</b>	<b>Computers (PC)</b> Core i7 processor -12700 GHz 16GB DDR4 RAM, 512 GB M2 SSD Microsoft Windows 11 pro License, USB Keyboard USB Mouse, 24" LED Monitor 3-Year Warranty	25
9.	<b>LOT2</b>	<b>A4 Multi-Function printer</b> LaserJet technology MFP Copy, Print & Scan, 8 ppm in black, 5 ppm in color, 1000 page per month yield, 1200 x 1200 dpi print quality, Feeder: optional Wireless communication 3-Year Warranty	11
10.	<b>LOT2</b>	<b>Laptops</b> <ul style="list-style-type: none"> <li>• Processor</li> <li>• 12th Generation Intel® Core™ i7 HX</li> </ul>	7

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		<ul style="list-style-type: none"> <li>• Operating System: free dos</li> <li>• Graphics Card *</li> <li>• NVIDIA® GeForce RTX 3060 6GB</li> <li>• Display</li> <li>• 15.6", QHD+ 165Hz, Non-Touch, Anti-Glare, Infinity Edge</li> <li>• Memory *</li> <li>• 32 GB, DDR5, 4800 MHz, dual-channel upgradeable to 64 GB</li> <li>• Hard Drive</li> <li>• 1 TB, M.2, PCIe NVMe, SSD upgradeable to 4TB</li> <li>• Compatible with sata SSD</li> <li>• Case</li> <li>• Metal Case</li> <li>• Keyboard</li> <li>• Full English / Arabic Keyboard lighting</li> <li>• Ports</li> <li>• At least 2 Thunderbolt™ 4 (USB Type-C™) with DisplayPort and Power Delivery</li> <li>• 1 DP with 1 HDMI port</li> <li>• Ethernet port</li> <li>• Slots</li> <li>• 1 SD-card slot</li> <li>• Camera</li> <li>• User-facing camera 720p 30 fps HD RGBIr camera</li> <li>• Digital-array microphones</li> <li>• Chassis</li> <li>• Exterior Chassis Materials</li> <li>• Aluminium</li> <li>• Wireless</li> <li>• Wi-Fi 6 + Bluetooth 5.2</li> <li>• Primary Battery</li> <li>• 6 Cell, 97 Wh, integrated</li> </ul>	
11.	LOT2	<p><b>Central Multifunction laser printer, scanner black and white (Medium business)</b></p> <ul style="list-style-type: none"> <li>- B/W central multifunction printer</li> <li>- <b>General type:</b> monochrome laser multifunctional for A3 format</li> <li>- <b>Engine speed:</b> 50 ppm, Legal: 30 ppm, Ledger: 25 ppm</li> <li>- <b>Resolution:</b> 600*600 dpi, multi-bit technology for print quality of 9.600 dpi equivalent * 600 dpi</li> <li>- <b>Warm-up time:</b> approx. 18 seconds or less</li> <li>- <b>Time to first copy:</b> approx. 3.6 seconds or less</li> <li>- <b>General memory:</b> 2 GB RAM + 320 GB HDD</li> <li>- <b>Max. original size:</b> A3</li> <li>- <b>Digital copy features:</b> scan – once – copy – many, electronic sort , 2 in 1 and 4 in 1 function, image repeat copy, page numbering, cover mode, booklet copy, interrupt copy, form overlay, margin shift, stamp function and skip blank page function</li> <li>- <b>Zoom range:</b> 25 – 400 % in 1 % steps</li> <li>- <b>Continuous copy:</b> 1-999</li> <li>- <b>Image adjustments:</b> text, photo, text, + photo, map</li> </ul>	2

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		<ul style="list-style-type: none"> <li>- <b>Input capacity:</b> 150-sheet multi-purpose tray, 60-300 g/m<sup>2</sup>, A6R-304.8 * 457.2 mm, banner max. 304.8 x 1.219.2 mm, 2 x 500-sheet universal paper cassette, 60-220 g/m<sup>2</sup>, A5R-304.8 x 457.2 mm</li> <li>- <b>Print:</b> include</li> <li>- <b>Feeder: document processor:</b> (reversing), 140 sheets, 35-160 g/m<sup>2</sup> (simplex), A6R-A3, banner up to 1.900 mm</li> <li>- <b>Duplex:</b> automatic duplex unit</li> <li>- <b>Scanner kit:</b> full color scan system (network) 80 ppm color and 160 ppm monochrome</li> <li>- <b>Network printing:</b> printing system (network)</li> <li>- <b>Cabinet:</b> original</li> <li>- <b>Standard interface:</b> USB 2.0 ( hi-speed), USB host 2.0, fast Ethernet 10Base-T / 100 Base TX / 1000 Base T, slot for optional print server, slot for optional compact flash – card, slot for optional Fax System</li> </ul> <p><b>Fax Kit:</b> included <b>Warranty:</b> 3 years</p>	
12.	<b>LOT2</b>	<p><b>High Speed Document Scanner</b></p> <ul style="list-style-type: none"> <li>- Scanning Method: Flatbed and ADF</li> <li>- Scanning speed: 70 ipm (simplex) / 140 ipm (duplex).</li> <li>- Scanning resolution: 1200X1200 dpi</li> <li>- Paper format: A4</li> <li>- ADF Capacity: 100 sheets</li> <li>- Duplex: Yes</li> <li>- Duty Cycle: 5000 pages daily</li> <li>- Interface: USB, Ethernet</li> </ul> <p><b>Warranty:</b> 3 years</p>	8
13.	<b>LOT2</b>	<p><b>High Speed Document Scanner</b></p> <ul style="list-style-type: none"> <li>- Scanning Method: Flatbed and ADF</li> <li>- Scanning speed: 120 ipm (simplex) / 240 ipm (duplex).</li> <li>- Scanning resolution: 1200X1200 dpi</li> <li>- Paper format: A4</li> <li>- ADF Capacity: 100 sheets</li> <li>- Duplex: Yes</li> <li>- Duty Cycle: 5000 pages daily</li> <li>- Interface: USB, Ethernet</li> <li>- Warranty: 3 years</li> </ul>	1
14.	<b>LOT2</b>	<p><b>FC1-10-FEDR1-348-01-36</b></p> <p>Predict-protect-and-response subscription prevention and protection - pre-infection protection, post-infection real-time protection;edr -, deep forensics overview and control, attack graph with code tracing; asset discovery and attack surface reduction - application discovery and communication control and vulnerability management; support - 24x7 30 endpoints</p>	1
15.	<b>LOT2</b>	USB to RS232 Serial to RJ45 CAT5 Console Adapter Cable Cord Routers	20
16.	<b>LOT2</b>	Indoor Wireless AP - Dual radio (802.11 b/g/n and 802.11 a/n/ac Wave 2, 2x2 MUMIMO), internal antennas, 1 x 10/100/1000 RJ45 port, BT / BLE. Ceiling/wall mount kit included.	15
17.	<b>LOT2</b>	G-40FBDL-950-12 FortiGate-40F Hardware plus 2 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	12

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18.	<b>LOT2</b>	FG-601E 2 x 10GE SFP+ slots, 10 x GE RJ45 ports (including 1 x MGMT port, 1 X HA port, 8 x switch ports), 8 x GE SFP slots, SPU NP6 and CP9 hardware accelerated, 2x 240GB onboard SSD storage1+1	1
19.	<b>LOT2</b>	FWB-400E-BDL-934-36 FortiWeb-400E, 4 x GE RJ45 ports, 4 x SFP GbE ports, 8GB RAM, 1 x 480GB SSD Storage, Single PSU Hardware and license (Standard Bundle (24x7 FortiCare plus AV, FortiWeb Security Service, and IP Reputation) – 3 years	1
20.	<b>LOT2</b>	FC1-10-AZVMS-465-01-36 Subscription license for 5 GB/Day Central Logging & Analytics. Include FortiCare Premium support, IOC, SOC subscription, and FortiGuard Outbreak Detection service.	1
21.	<b>LOT2</b>	<b>Backup solution</b> Processor: 1 x Intel Xeon-Silver 4214R (2.4GHz/12-core/100W) Processor Kit Memory: 128GB Dual Rank x4 DDR4-2933 Registered Smart Memory Kit Maximum Memory: up to 3.0TB Memory Slots: 24 DIMM Slots Hard Disks: <ul style="list-style-type: none"> <li>• 2 x 960GB SATA 6G Read Intensive SFF (2.5in) SC SSD</li> <li>• 8 x 2.4TB SAS 12G Enterprise 10K SFF (2.5in) SC HDD</li> </ul> HDD Expansion: up to 24SFF (2.5in) HDDs slots standard. Storage RAID Controller: Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller; Support RAID: 0,1,10,5,6. Network Interface: Ethernet 10Gb 2-Port SFP+ Adapter HBA: 16Gb Dual Port Fibre Channel Host Bus Adapter Storage Battery: 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit Management: 1Gb Dedicated iLO 5 Remote Management Network Port Ports: 5 USB 3.0, 1 VGA connector Rail Kit: 2U Small Form Factor Easy Install Rail Kit Power Supply: 2 x 800W Flex Slot Platinum Hot Plug Redundant Power Supply Kit Warranty: 3Years NBD (Parts/ Labor/ Onsite)	1
22.	<b>LO2</b>	Virtual <b>disk Appliance backup solution up to 10TB licenses</b>	1
23.	<b>LOT3</b>	<b>Unity 3.84TB ALL FLASH 25X2.5 SSD UPG [SKU: 400-BGLG]</b>	9
24.	<b>LOT3</b>	<b>Dell R750 Server (or Equivalent brand)</b> <ul style="list-style-type: none"> <li>➤ <b>Chassis Configuration:</b> Chassis with up to 24 x 2.5" SAS/SATA/NVMe Capable Backplane</li> <li>➤ <b>Processor :</b> 2 X Intel® Xeon® Gold 5320 2.2G, 26C/52T, 11.2GT/s, 39M Cache</li> <li>➤ <b>Memory :</b> 16X 32GB RDIMM, 3200MT/s RDIMMs;32 DIMM slots</li> <li>➤ <b>Controller :</b> PERC H355 with rear load bracket</li> <li>➤ <b>Hard Disk OS :</b> 2 X 480GB SSD SATA Read Intensive 6Gbps 512e 2.5in Hot Plug</li> </ul>	1

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		<p>➤ <b>Power supply</b> : Dual, Hot-plug, Redundant Power Supply (1+1), 750W</p> <p>➤ <b>Enterprise Management</b></p> <p>➤ <b>NIC1</b> : Intel i350 Quad Port 1GbE BASE-T</p> <p>➤ <b>NIC2</b> : QLogic FastLinQ 41262 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height</p> <p>➤ <b>HBA</b>:dual port 16Gb FC</p> <p><b>Warranty</b> : 3 Years Warranty (Parts and Lober on site )</p>																																					
25.	<b>LOT3</b>	<p><b>Server</b></p> <ul style="list-style-type: none"><li>• Rack-mountable 2U Height</li><li>• Up to 8 HDD</li><li>• 2xIntel Xeon Gold 5218</li><li>• 128GB (2x64GB) 2Rx4 DDR4</li><li>• Dual, Hot-plug, Redundant Power Supply support up to 800W</li><li>• Dual 1Gb minimum</li><li>• Dual 10Gb SFP+ port</li><li>• 4 SSD SATA 6G 1.92TB Read-Int. 2.5'</li><li>• Active management ability</li><li>• RAID Controller</li></ul>	1																																				
26.	<b>LOT3</b>	DAC cables 25GbE SFP28	16																																				
27.	<b>LOT3</b>	10GB SFP+ transceivers	2																																				
28.	<b>LOT3</b>	10GB Base-T transceivers	2																																				
29.	<b>LOT3</b>	<p><b>Core switch S5224-F</b></p> <p>Ports: 24x25GbE SFP28 + 4 x 100GbE QSFP28</p> <p>Switching capacity: 2.16 Tbps (full duplex)</p> <p>CPU memory :8 GB</p> <p>Routing: Layer 2 / Layer 3 included</p> <p>Feature: Storm Control, Follow control port mirroring, VLAN</p> <p>Management: console, Ethernet</p> <p>Power &amp; FAN: redundant power and Hot swappable, airflow</p> <p>All licenses for requested features included</p> <p><b>Warranty:</b> warranty and support included 3 Years</p>	1																																				
30.	<b>LO3</b>	<table><tr><td colspan="3"><b>Hyper Converge 3 Nodes all flash Solution</b></td></tr><tr><td><b>Module Name</b></td><td><b>Option Name</b></td><td><b>Qty</b></td></tr><tr><td>Base</td><td>VxRail E660F, All Flash</td><td>1</td></tr><tr><td>Storage Deployment Module</td><td>vSAN Node</td><td>1</td></tr><tr><td>Operating System</td><td>VxRail Software 7.0.210 Factory Install</td><td>1</td></tr><tr><td>VxRail configuration</td><td>No Transformational License Agreement</td><td>1</td></tr><tr><td>Chassis Configuration</td><td>2.5" Chassis up to 10 Hard Drives (SAS/SATA) including max of 2 Universal Drives, 1 PCIe Slot, 1CPU</td><td>1</td></tr><tr><td>Bezel</td><td>VxRail 1U Bezel V2</td><td>1</td></tr><tr><td>Processor</td><td>Intel® Xeon® Gold 6330 2G, 28C/56T, 11.2GT/s, 42M Cache, Turbo, HT (205W) DDR4-2933</td><td>1</td></tr><tr><td>Additional Processor</td><td>No Additional Processor</td><td>1</td></tr><tr><td>Memory DIMM Type and Speed</td><td>3200MT/s RDIMMs</td><td>1</td></tr><tr><td>Memory Capacity</td><td>16GB RDIMM, 3200MT/s, Dual Rank</td><td>8</td></tr></table>	<b>Hyper Converge 3 Nodes all flash Solution</b>			<b>Module Name</b>	<b>Option Name</b>	<b>Qty</b>	Base	VxRail E660F, All Flash	1	Storage Deployment Module	vSAN Node	1	Operating System	VxRail Software 7.0.210 Factory Install	1	VxRail configuration	No Transformational License Agreement	1	Chassis Configuration	2.5" Chassis up to 10 Hard Drives (SAS/SATA) including max of 2 Universal Drives, 1 PCIe Slot, 1CPU	1	Bezel	VxRail 1U Bezel V2	1	Processor	Intel® Xeon® Gold 6330 2G, 28C/56T, 11.2GT/s, 42M Cache, Turbo, HT (205W) DDR4-2933	1	Additional Processor	No Additional Processor	1	Memory DIMM Type and Speed	3200MT/s RDIMMs	1	Memory Capacity	16GB RDIMM, 3200MT/s, Dual Rank	8	One (1) Solution
<b>Hyper Converge 3 Nodes all flash Solution</b>																																							
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	Hard Drives	1.6TB Enterprise NVMe Mixed Use AG Drive U.2 Gen4 with carrier	1	
	Hard Drives	3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,	3	
	PCIe Riser	VxRail E660/F, Riser Config 0, 1CPU, 2A+3A, 1x16LP	1	
	OCP 3.0 Network Adapters	Mellanox ConnectX-5 Dual Port 10/25GbE SFP28, OCP NIC 3.0	1	
	Rack Rails	ReadyRails Sliding Rails With Cable Management Arm	1	
	Additional Network Card	Broadcom 57414 Dual Port 10/25GbE SFP28 Adaptor , PCIe Low profile	1	
	Power Supply	Dual, Hot-Plug, Power Supply Fault Tolerant Redundant (1+1), 1100W, Mixed Mode Titanium	1	
	Power Cords	Rack Power Cord 2M (C13/C14 10A)	2	
	VxRail HCI System Software Processor	VxRail HCI System Software, S	1	
	VxRail HCI System Software Capacity Drive	VxRail HCI System Software, Capacity Drive 3.84TB SATA, SSD	3	
	VxRail HCI System Software Memory	VxRail HCI System Software Memory, 16GB	8	
	Regulatory	PowerEdge R650 CE,CCC and BIS Marking on 2.5" Chassis	1	
	SAS/SATA/NVMe Backplane	SAS/SATA/NVMe Capable Backplane	1	
	SHIPPING	E660/F/N Shipping, EMEA2	1	
	Shipping Material	R650 Ship 4x3.5, 10x2.5, 8x2.5 NVMe	1	
	Front Storage	10x2.5 Front Storage	1	
	Motherboard	PowerEdge R650 Motherboard	1	
	Processor Thermal Configuration	Heatsink for 1 CPU configuration (CPU more than 165W)	1	
	RAID/Internal Storage Controllers	Front HBA355 Rear Load (for Chassis up to 10 drives)	1	
	Boot optimized storage cards	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	1	
	Embedded Systems Management	iDRAC9, Enterprise 15G	1	
	VMware vSAN	VxRail VMware, VSAN Standard	1	
	Dell Services:Extended Service	Partner Support-L3 Support with Next Business Day Parts and Remote Monitoring, 36 Month(s)	1	
	Base	VxRail Software	1	
	VMware vSAN	VxRail VMware, VSAN Standard	1	
	VMware vSAN Software Licenses	VxRail VMware, vSAN Standard, 3 Years	1	
	Sftwr Svcs - SWaaA (VP)	Partner L1-L2-L3 VxRail Sftwr Spt-Maint, 36 Month(s)	1	
	Additional Processor	No Additional Processor	32	



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		Sftwr Svcs-SWaaA (VP)	Partner L1 L2 L3 RecoverPoint for VMs Software Support-Maintanance, 36 Month(s)	1	
		RecoverPoint for Virtual Machines	RecoverPoint for VMs-SWAAA	1	
		RecoverPoint for VxRail	HCIA RecoverPoint for VMs for 1 node	1	

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**SECTION 5B: OTHER RELATED REQUIREMENTS**

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	DAP (Ramallah)
Exact Address of Delivery/Installation Location	Items will be delivered to varies location in Ramallah, upon awarding the contract the supplier will be furnished with delivery schedule to the following locations: <ul style="list-style-type: none"> <li>▪ High Judicial Court: Courthouse complex, Ramallah, Al-Balou'.</li> <li>▪ SJD: Ramallah, Al-Balou', Gemzo.</li> <li>▪ Attorney General's Office AGO: Ramallah, Al-Balou', AGO building.</li> </ul>
Mode of Transport Preferred	Land
UNDP Preferred Freight Forwarder, if any	No preference
Distribution of shipping documents	Required by international suppliers
Delivery Date	Within three (3) months from contract signature.
Customs, if required, clearing shall be done by:	Not applicable
Ex-factory / Pre-shipment inspection	All factory test certificates and reports shall be submitted to the Purchaser. The Supplier shall only arrange shipment of equipment after the Purchaser has confirmed acceptance of all the relevant factory test certificates.
Inspection upon delivery	The technical team from the End User and UNDP will carry out the inspection upon delivery.
Installation Requirements	Equipment to be fully installed (as per the manufacturer's specifications and instructions) and be fully operational. The winning supplier must install the equipment and test it on his/her own cost and responsibility
Testing Requirements	The technical team from the End User and UNDP will test the equipment.
Scope of Training on Operation and Maintenance	The winning Supplier shall conduct training to min. (4) staff (technicians, engineers, and operators) _or as advised in the technical specifications of each item_ on the operation and preventive maintenance of the equipment. Training materials shall be submitted in English and/or Arabic. A training proposal for operation and maintenance is required. This part should give full details on the methodology, number of training hours, course material, duration, exhaustive list of equipment or other facilities required from the beneficiary, and the proper execution of the training task. The course will start after maximum three days from the satisfactory installation and operation of the

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	equipment. The training course language will be the Arabic Language and will take place at the delivery destination location or as advised by the project team. All the arrangements and expenses related to the training sessions should be within the Supplier's responsibilities.
Commissioning	The supplier shall ensure the <b>manufacturer's</b> full commissioning procedure to be fully implemented. Complete commissioning report should be prepared and approved by the manufacturer.
Warranty Period	<ul style="list-style-type: none"> <li>▪ The Warranty Period shall commence after UNDP acceptance of the delivery and shall be valid for the number of years on both parts and labor as per indicated in specifications from such acceptance, and according to the details mentioned for each lot in (Section 5a).</li> </ul> <p>All installed components should have a minimum warranty against installation defects as per the details in mentioned for each lot in (Section 5a).</p>
Local Service Support	Required
Technical Support Requirements	<p>☑ Ensure availability of spare parts for at least 10 years; supply requested spare parts within maximum 72 hours if the requested parts are not available in the contractor's warehouse;</p> <p>☑ Ensure availability of licensed office for after sales services equipped with all necessary testing instruments for the entire warranty period;</p> <p>☑ Ensure the capability of providing maintenance support at site within maximum 24-36 hours from reporting the incident;</p> <p>☑ Provision of Service Unit when pulled out for maintenance/repair.</p> <p>☐ Separate Maintenance bundle and after sales support for 5 years subscription for 24/7 technical support and hardware repair after installation and confirmation on the testing, minimum support shall include:</p> <ul style="list-style-type: none"> <li>- Telephone consultation for technical issues</li> <li>- Restoration of service</li> <li>- Case management</li> <li>- Technical advice</li> <li>- On Site Support</li> <li>- Remote diagnostics available and permitted/facilitated by customer</li> </ul> <p><u>Important:</u> The price of the maintenance bundle and after sales support shall be valid for a period of five years. The request for after sales support <u>will be part</u> of the evaluation of financial price; that is, the contract will be award to the technically responsive service provider who submitted the lowest price <u>and</u> maintenance bundle and after sales support.</p>

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	This tender however will result in a contract for goods only. After one year and upon budget availability, UNDP may contract the winning vendor to provide the maintenance bundle and after sales technical support.
Payment Terms	100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	<input checked="" type="checkbox"/> Inspection upon arrival at destination <input checked="" type="checkbox"/> Installation <input checked="" type="checkbox"/> Testing <input checked="" type="checkbox"/> Operation <input checked="" type="checkbox"/> Training on Operation and Maintenance <input checked="" type="checkbox"/> Submission of Manuals (Service Manual, Operating & instruction manuals) <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements <input checked="" type="checkbox"/> Receipt of manufacturer' warrantee
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English

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**SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST**

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

**Technical Bid:**

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form G: Form of Bid Security	
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

**Price Schedule:**

▪ Form F: Price Schedule Form	<input type="checkbox"/>
-------------------------------	--------------------------

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**Form A: Bid Submission Form**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the goods and related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications.

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Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*

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**Form B: Bidder Information Form**

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies</b>	[Complete]



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<b>or membership of trade institutions promoting such issues</b>	
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for clarifications during Bid evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>▪ Company <b>Profile</b>, which should <u>not</u> exceed fifteen (15) pages, including brochures, product catalogues, and data sheets relevant to the goods and/or services being procured</li> <li>▪ Valid Certificate of Incorporation/ Business <b>Registration</b></li> <li>▪ <b>Valid Tax</b> Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>▪ <b>Audited</b> financial reports for the most recent three years (not applicable)</li> <li>▪ <b>Quality</b> Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>▪ <b>Environmental</b> Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li>▪ Certification or authorization to act as <b>Agent</b> on behalf of the Manufacturer, or Power of Attorney.</li> <li>▪ Local Government <b>permit</b> to locate and operate in assignment location</li> <li>▪ List of similar <b>contracts</b> during the past five years; information shall include date of contracts, details of clients, value of contract</li> <li>▪ Proof of <b>after sales</b> service capacity and appropriateness of local service to include the Profile of the <b>local office (for international bidders) including</b> full address and contact details to handle the after-sale services;</li> <li>▪ <b>Time</b> Schedule for Supply, transportation, installation, commissioning and training;</li> </ul>

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- Statement of **warranty** of defects in materials and workmanship and operation, backed by the manufacturers guarantee on the main components;
- **CVs** for key management and technical personnel proposed for this contract;
- Statement of Satisfactory **Performance** from the Top three (3) Clients for the past (5) years;
- A **training** proposal for operation and maintenance is required.
- Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
- List and value of ongoing Projects with UNDP and other national/multi-national organization with contact details of clients and current completion ratio of each ongoing project.

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**Form C: Joint Venture/Consortium/Association Information Form**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

<b>Name of leading partner</b> (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

**Name of partner:** \_\_\_\_\_ **Name of partner:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Name of partner:** \_\_\_\_\_

**Name of partner:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Form D: Eligibility and Qualification Form**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

**History of Non- Performing Contracts**

<input type="checkbox"/> Non-performing contracts did not occur during the last 5 years			
<input type="checkbox"/> Contract(s) not performed in the last 5 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

**Litigation History** (including pending litigation)

<input type="checkbox"/> No litigation history for the last 5 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts

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working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents/references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken
1.				
2.				

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

<b>Annual Turnover for the last 5 years</b>	Year 2021	USD
	Year 2020	USD
	Year 2019	USD
	Year 2018	USD
	Year 2017	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

Financial information (in US\$ equivalent)	Historic information for the last 3 years				
	Year 1	Year 2	Year 3		
	<i>Information from Balance Sheet</i>				
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
Inventory					
Cash and cash equivalents					
Account Receivables (AR)					
	<i>Information from Income Statement</i>				

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Financial information (in US\$ equivalent)	Historic information for the last 3 years				
Annual Turnover					
Total / Gross Revenue (TR)					
Profits Before Taxes (PBT)					
Net Profit					
Current Ratio					
Quick Ratio = (Cash+ AR)/ CL					

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

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**FORM E: FORMAT OF TECHNICAL BID**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**SECTION 1: Bidder's qualification, capacity and expertise**

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

**SECTION 2: Scope of Supply, Technical Specifications, and Related Services**

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

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Goods to be Supplied		Your response for the Quoted Items				
		Compliance with technical specifications		Delivery Date <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
		Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			
1. Lot1	HPE 3PAR 8200 support renewal					
2. Lot1	Datacenter Core Switch					
3. Lot1	HPE ProLiant DL380 Gen10					
4. Lot1	HPE MSA 2060 10GbE iSCSI SFF Storage					
5. Lot1	VMware vSphere Essentials Plus Kit					
6. Lot1	HPA					
7. Lot1	3m 10Gb DAC Cable					
8. Lot2	Computers (PC)					
9. Lot2	A4 Multi-Function printer					
10. Lot2	Laptops					
11. Lot2	Central Multifunction laser printer, scanner black and white (Medium business)					
12. Lot2	High Speed Document Scanner (Scanning speed: 70/140 ipm)					
13. Lot2	High Speed Document Scanner (Scanning speed: 120/240 ipm)					
14. Lot2	FC1-10-FEDR1-348-01-36					
15. Lot2	USB to RS232 Serial to RJ45 CAT5 Console Adapter Cable Cord Routers					
16. Lot2	Indoor Wireless AP - Dual radio					
17. Lot2	G-40FBDL-950-12					
18. Lot2	FG-601E					
19. Lot2	FWB-400E-BDL-934-					



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Goods to be Supplied		Your response for the Quoted Items				
		Compliance with technical specifications		Delivery Date <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
		Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			
	36					
20. Lot2	FC1-10-AZVMS-465-01-36					
21. Lot2	Backup solution					
22.	Virtual disk Appliance backup solution up to 10TB licenses					
23. Lot3	Unity 3.84TB ALL FLASH 25X2.5 SSD UPG [SKU: 400-BGLG]					
24. Lot3	Dell R750 Server					
25. Lot3	Server					
26. Lot3	DAC cables 25GbE SFP28					
27. Lot3	10GB SFP+ transceivers					
28. Lot3	10GB Base-T transceivers					
29. Lot3	Core switch S5224-F					
30. Lot3	Hyper Converge 3 Nodes all flash Solution					

Other Related services and requirements (based on the information provided in Section 5b)	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Delivery Term			
Warranty			
Training			
After Sales Service			

**SECTION 3: Management Structure and Key Personnel**

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- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

**Format for CV of Proposed Key Personnel**

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/ Qualifications</b>	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
<b>Professional certifications</b>	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/ Experience</b>	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
<b>References</b>	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

**United Nations Development Programme**

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



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**FORM F: Price Schedule Form**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

Currency of the Quotation: USD					
INCOTERMS:					
Item #	Description	UOM	Qty	Unit price	Total price
1. Lot1	HPE 3PAR 8200 support renewal	Unit	1		
2. Lot1	Datacenter Core Switch	Unit	1		
3. Lot1	HPE ProLiant DL380 Gen10	Unit	1		
4. Lot1	HPE MSA 2060 10GbE iSCSI SFF Storage	Unit	1		
5. Lot1	VMware vSphere Essentials Plus Kit	Unit	1		
6. Lot1	HPA	Unit	1		
7. Lot1	3m 10Gb DAC Cable	Unit	1		
8. Lot2	Computers (PC)	Unit	25		
9. Lot2	A4 Multi-Function printer	Unit	11		
10. Lot2	Laptops	Unit	7		
11. Lot2	Central Multifunction laser printer, scanner black and white (Medium business)	Unit	2		
12. Lot2	High Speed Document Scanner (Scanning speed: 70/140 ipm)	Unit	8		
13. Lot2	High Speed Document Scanner (Scanning speed: 120/240 ipm)	Unit	1		
14. Lot2	FC1-10-FEDR1-348-01-36	Unit	1		
15. Lot2	USB to RS232 Serial to RJ45 CAT5 Console Adapter Cable Cord Routers	Unit	20		
16. Lot2	Indoor Wireless AP - Dual radio	Unit	15		
17. Lot2	G-40FBDL-950-12	Unit	12		
18. Lot2	FG-601E	Unit	1		
19. Lot2	FWB-400E-BDL-934-36	Unit	1		
20. Lot2	FC1-10-AZVMS-465-01-36	Unit	1		
21. Lot2	Backup solution	Unit	1		
22. Lot2	Virtual disk Appliance backup solution up to 10TB licenses	Unit	1		
23. Lot3	Unity 3.84TB ALL FLASH 25X2.5 SSD UPG [SKU: 400-BGLG]	Unit	9		
24. Lot3	Dell R750 Server	Unit	1		
25. Lot3	Server	Unit	1		
26. Lot3	DAC cables 25GbE SFP28	Unit	16		
27. Lot3	10GB SFP+ transceivers	Unit	2		
28. Lot3	10GB Base-T transceivers	Unit	2		
29. Lot3	Core switch S5224-F	Unit	1		
30. Lot3	Hyper Converge 3 Nodes all flash Solution	Solution	1		
Total Price					
Insurance Price					

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Installation Price	
Training Price	
<b>Total Final and All-inclusive Price and excluding V.A.T.</b>	

Must be exclusive of VAT and other applicable indirect taxes

Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation. In case of unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP has the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable Risk to UNDP.

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**FORM G: Form of Bid Security**

**Bid Security must be issued using the official letterhead of the Issuing Bank.  
Except for indicated fields, no changes may be made on this template.**

To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Bid to UNDP dated [Click here to enter a date](#), to execute goods and/or services [Insert Title of Goods and/or Services] (hereinafter called "the Bid"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security if the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Bid after the date of the opening of the Bids;
- c) Fails to comply with UNDP's variation of requirement, as per ITB instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] *[in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Bid 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 [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

*[Stamp with official stamp of the Bank]*

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**FORM G: Form of Performance Security****Performance Security must be issued using the official letterhead of the Issuing Bank.****Except for indicated fields, no changes may be made on this template.**

[date]

To: Beneficiary

United Nations Development Programme (UNDP)

[insert address]

Contractor

[insert information on contractor]

Reference: Guarantee No. [insert number]

Dear Sirs,

WHEREAS, the United Nations Development Programme (the "Beneficiary") and [Name of Contractor] (the "Contractor") have entered into Contract No. [contract number] for [insert description of contract], which entered into force on [date] (the "Contract");

WHEREAS, the Contract requires that the Contractor furnishes a bank guarantee for a sum specified in the Contract as security for the Contractor's satisfactory compliance with its obligations under the Contract;

WHEREAS, we [Name of the Bank] (the "Guarantor"), have agreed to give the Contractor such Guarantee;

NOW THEREFORE, we, the Guarantor, hereby undertake to pay to the Beneficiary, upon the Beneficiary's first written demand and without cavil or arguments any sum or sums not exceeding in the aggregate [currency][amount in words and figures] or such lesser sum of money as the Beneficiary may by such written demand require to be paid, accompanied by the Beneficiary's written statement that the Contractor is in breach of its obligations under the Contract, without the need to specify, prove or show grounds or reasons for such demand. Such statement shall be conclusive evidence of the Beneficiary's entitlement to payment in the amount demanded, up to the amount of this Guarantee.

The maximum guaranteed amount under this Guarantee is [currency] [amount in words and figures].

We, the Guarantor, further agree that no change or addition to or other modification of the terms of the Contract or of the works, goods and services acquired thereunder, which may be made between the Beneficiary and the Contractor, shall in any way release us, the Guarantor, from any liability under this Guarantee, and we hereby waive the notice of any such change, addition or modification.

This Guarantee shall be valid until thirty (30) days after the date of issuance by the Beneficiary of a certificate of satisfactory performance and full completion by the Contractor of its obligations under the Contract.

Subject to the paragraph below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

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Nothing herein or related hereto shall be deemed a waiver express or implied of the privileges and immunities of the United Nations, including its subsidiary organs nor shall it be interpreted or applied in a manner inconsistent with such privileges and immunities.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

\_\_\_\_\_

Date:

Name of Bank:

Address: