



Tajikistan

Invitation to Bid (ITB)
Ref. 151-2011-ITB-UNDP-CO

Date: 30 June 2010

Dear Sir/Madam,

Subject: Long Term Agreement for purchase of computer hardware, notebooks, peripherals and cartridges/toners for UNDP Tajikistan and its projects

1. The purpose of present bidding is to conclude Long Term Agreements (LTAs) for the period of three years for the supply of hardware & peripheral equipment and cartridges/toners covering the years 2011-2013 with qualified vendor(s) specialized in supply of goods of this nature to the UNDP Tajikistan and its projects with service center facility in Dushanbe. The successful bidder(s) shall be contracted for an initial period of one year, with the contract renewable for further two years upon satisfactory performance in the first year.
2. Therefore, UNDP hereby solicits your offer for the supply of goods specified in Annex VIII. An estimate of the value of goods to be purchased in three years would be about USD 800,000. However, UNDP doesn't guarantee it will place orders for this amount and is not bound by the LTA (s) to purchase any minimum amount of goods. UNDP reserves the right to utilize other sources at its discretion. Once the LTA(s) is established, orders will be placed through Purchase Orders.
3. Contracts awards will be made on a Lot by Lot basis. A bidder can submit its bid for any individual lot or combination of Lots but cannot make partial bids for part of a Lot.
4. To enable you to submit a bid, please find enclosed:

- Annex I. Memo to Bidders
- Annex II. Instructions to Bidders
- Annex III. Bid Data Sheet
- Annex IV. General Terms and Conditions
- Annex V. Special Conditions
- Annex VI. Schedule of Requirements
- Annex VII. Bid Submission Form
- Annex VIII. Technical Specifications
- Annex IX. Price Schedule and Delivery Data
- Annex X. Vendor Profile Form

5. Interested Bidders may obtain further information or clarifications by contacting the Procurement Unit at following address:

Address: 39 Aini str. Dushanbe, Tajikistan.

E-Mail: Procurement.tj@undp.org

6. UNDP Tajikistan will organise on its premises a pre-bidding conference. Representatives of all interested applicants are invited to attend.

Pre-bidding Conference will take place with the following schedule

Date / Time: Friday, **8 July 2011 / 11:00 hours local time** (+5 GMT)
Venue: UNDP Tajikistan CH, 39 Aini str. Dushanbe, Tajikistan
Agenda: Clarification on the Technical Specification, Bidding process, Q&A, etc.

To confirm participation, please, send a message to Procurement.tj@undp.org by COB 8 July 2011, **with the subject line – LTA for purchase of computer hardware, notebooks, peripherals and cartridges/toners for UNDP Tajikistan and its projects, Ref. 151-2011-ITB-UNDP-CO**

7. Bids must be delivered or sent to UNDP Tajikistan office/e-mail on or before Friday, **5 August 2011 at 12.00 hrs** (local time, +5 GMT).

Bids can be submitted either in hard copy or electronically.

Documents/bids in hard copy need to be addressed to:

UNDP Tajikistan,
39 Aini str. Dushanbe, Tajikistan

Attention: Procurement Unit

Clearly marked on the envelope: **151-2011-ITB-UNDP-CO**

To facilitate the submission of offers, the submission **duly stamped and signed** can be done electronically in **PDF** format to Procurement.tj@undp.org. Offers sent by fax will be rejected.

Please be aware that bids or proposals emailed to UNDP will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.

Bids will be opened in the presence of Bidders' Representatives, who chose to attend at the following address: **39, Aini Street, Dushanbe, Tajikistan**, on 5 August 2011 at 14.30 hours local time **(+5 GMT)**.

8. During bid preparation, the Bidder should carefully review clauses 8,9,10 in ITB, Annex II.
9. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

Rastislav Vrbensky
Country Director

<p style="text-align: center;"><u>ANNEX I</u> MEMO TO BIDDERS</p>

EXAMPLES OF BID REJECTION

Bids and proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. The Invitation to Bid contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why bids are rejected by UNDP. Bidders are urged to read this before submission and to check their bid conforms to each of these points and the instructions as noted in the bidding documents.

- The bid is handed in after the deadline for submission, either by hand or electronically. Note that there is a time gap for email submission and emailed proposals sent just before the deadline may arrive after the deadline and be rejected;
- The bid is not signed as per the instructions in the ITB or RFP;
- No sufficient documents have been provided;
- Documents provided are not in English. Documents such as the registration of the organisation or financial information about the organization may be submitted in any language but it is necessary that there be translations (English) of the documents attached as well;
- Documents provided not directly address each point of the mandatory evaluation criteria;
- Proposal is more like a brochure for the firm without specifically addressing the specific criteria of the ITB;
- Bids not offer goods or services which have been specifically requested by UNDP in the Terms of Reference;
- Failure to enclose the signed Bid Submission Form;

The above examples illustrate some errors which may be made by bidders. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.

INSTRUCTIONS TO BIDDERS

A. Introduction

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

B. Solicitation Documents

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

C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNDP shall be written in English.
8. **Documents Comprising the Bid:**

The Bid must comprise the following documents:

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

9. Documents Establishing Bidder's Eligibility and Qualifications:

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

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
- (c) the Bidder should demonstrate the capacity to provide after-sales services. UNDP reserves its right to make a site visit to companies' service facilities.

10. Documents Establishing Goods' Conformity to Bidding Documents:

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

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

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

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

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

13. Bid Security: THIS SECTION AND ITS SUBSECTIONS SHALL NOT APPLY.

- (a) The Bidder shall furnish as part of its Bid a Bid Security to UNDP in the amount of 5 % of the Offer Value.
- (b) The Bid Security is to protect UNDP against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
 - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
 - ii. cashier's cheque, or certified cheque.

- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by UNDP as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by UNDP pursuant to clause 12 of instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
 - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
 - 2) In the case of a successful Bidder, if the Bidder fails:
 - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
 - ii. to furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

D. Submission of Bids

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

15. Sealing and Marking of Bids:

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

15.2 The inner and outer envelopes shall:

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

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

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

16. Deadline for Submission of Bids/Late Bids:

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

16.2 UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and

obligations of UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 16.3 Any Bid received by UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.
17. **Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

- 18.1 UNDP will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.
- 18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.
- 18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.
- 18.4 UNDP will prepare minutes of the Bid Opening.
19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids UNDP may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

- 20.1 Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.
- 20.2 UNDP will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 20.4 A Bid determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, UNDP will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will be done using the weights presented in Annex VIII. The prices of the bidders will be multiplied by the weights and the sub-totals per items will be summed into total (see example below).

#	Description	Weight	Specification	The prices of Company A		The prices of Company B	
				Price per unit	Sub - total price	Price per unit	Sub - total price
1	Laptop	35	CPU min 2 Core 2.5 GHz / 4 GB DDR3 memory/ 128 SSD or 320 GB SATA (5400 rpm) / min 14" Led screen/ int. or ext. DVD±RW/CD-RW/BD optional/ Built-in 10/100/1000 Mbps Ethernet (RJ-45 connector) / Wireless-B+G+N/ Built-in 1.3-....	100 USD	=100x35	90 USD	=90x35
2	Desktop	25	CPU: Two Core processor 3.0 GHz Memory: DDR –X	50	=50x25	60	=60x25
3	UPS	15	Smart-UPS 750, 50Hz, 175v-240v	n	=nx15		
Total					=Σ(1+2+n)		=Σ(1+2+n)

Contracts awards will be made a Lot by Lot basis. A bidder can submit its bid for any individual lot or combination of Lots. Every Lot will be evaluated separately in line with the criteria below.

Evaluation Criteria

- 1.1 Compliance with pricing conditions set in the ITB.
- 1.2 Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
- 1.3 Compliance with Special and General Conditions specified by these Solicitation Documents.
- 1.4 Demonstrated ability to comply with critical provisions such as execution of the Contract by honoring the tax-free status of the UN.
- 1.5 Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, qualified technical supports, warranties, or insurance coverage, etc).
- 1.6 Proof of after-sales service facility in Dushanbe and appropriate service network.

***Please note that above all clauses above are mandatory requirements.**

F. Award of Contract

23. **Award Criteria:** The procuring UN entity will conclude Long Term Agreement with two or more (at its discretion) lowest priced technically qualified Bidders. UNDP reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.
24. **Purchaser's Right to Vary Requirements at Time of Award: THIS SECTION SHALL NOT APPLY.** UNDP reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, UNDP will send the successful Bidder the Contract. They may only be accepted by the Supplier's signing and returning an acknowledgement copy of it. Acceptance of the contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of the contract.
26. **Signing of the Contract:** Within 7 days of receipt of the Contract the successful Bidder shall sign, date and return it to the purchaser.
27. **Performance Security: THIS SECTION SHALL NOT APPLY.** The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from UNDP.

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

BID DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid	English
Bid Price	The prices quoted shall be as per following INCOTERMS 2000 and place: Terms of delivery: DDU or FCA, Shipping insurance paid by Seller. Please Note: DDU for imported goods; FCA for locally available goods (please specify) Place of destination: UNDP Office, Dushanbe, Tajikistan or as indicated in solicitation document.
Documents Establishing Bidder's Eligibility & Qualifications	Required. Please provide technical documents for the product proposed.
Bid Validity Period.	120 days
Bid Security	Not required.
Preliminary Examination completeness of bid.	Bidders may make complete bid for one Lot or any combination of Lots permitted. Partial Lots are not permitted.
Alternate bids	Alternate bid allowed maximum of one.
Quarterly price verification	UNDP reserves the right to verify prices of goods under LTA(s) on quarterly basis and to negotiate prices to ensure value for money.

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE OF THE PURCHASE ORDER/CONTRACT

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

2. PAYMENT

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

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

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

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under each Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

11.1 The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2 Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

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

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

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

16.2 Arbitration

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

punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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

Special Conditions

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

Warranty/Guarantee

Applies

If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.

Liquidated damage

Applies

If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order/Contract, UNDP shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order/Contract price, as liquidated damages, a sum equivalent to 2 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order/Contract price. Once the maximum is reached, UNDP may consider termination of the Purchase Order/Contract

Performance security

Doesn't Apply

- a) Within 30 days of receipt of the Purchase Order/Contract from UNDP, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 5% of the Purchase Order/Contract Value.
- b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by UNDP.
- c) The proceeds of the Performance Security shall be payable to UNDP as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents.
- e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order/Contract, including any warranty obligation.

1. Audit and investigations-

1.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

1.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

2. Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

SCHEDULE OF REQUIREMENTS

Background:

In order to support its projects and partners operations, as well as its own needs, UNDP Tajikistan is procuring fairly large amounts of IT equipment (desktop computers, notebooks, monitors, printers and cartridges/toners) and is exploring the possibility of engaging multiple suppliers on a recurrent basis, as needs arise, in order to ensure best value for UNDP and access to most current technology. UNDP Tajikistan envisages entering into contract for one year with the option to renew for one additional year, subject to a satisfactory performance evaluation. The volume of IT equipment procured by UNDP Tajikistan during 2011-2013 amounted to approximately 800,000 USD. However UNDP Tajikistan does not guarantee that similar volumes would be ordered during the next years.

Purpose:

Timely supply of IT equipment to UNDP Tajikistan office and projects on a Long Term Agreement basis.

Scope:

Minimum Requirements:

UNDP Tajikistan is inviting bids for the supply of IT equipment as per Technical Specifications presented in Annex VIII. Unless indicated otherwise, all parameters in the Technical Specifications indicate the minimum requirements. Offered equipment that does not comply with the minimum requirements shall be disqualified.

Certificate(s) of Conformity:

Offerors shall provide copies of the documents, confirming that goods are in compliance with compulsory requirements (norms and standards) for such type of equipment - certificate(s)/record(s) of conformity, issued or acknowledged by relevant regulatory entity/body. Offerors shall prove that offered equipment under items 1, 2, 3 and 4 is FCC compliant and compatible with the Microsoft Hardware Compatibility List.

Supplier Qualifications:

Profile of the company: offerors shall give a brief description of the company including copy of company registration documents;

Details of years in business: a minimum of three years experience in supply of equipment is required;

Local Service Centre: offerors shall provide the name of the entity in Dushanbe, Tajikistan for warranty/guarantee repair, maintenance, etc; A service center should be run by qualified /certified specialists.

Financial capacity of company: Offerors shall provide copy of audit report or the company's financial balance sheet for the last three fiscal year, in order to prove its financial health and provide reasonable assurance whether it can pay off its financial obligations. Based on provided documents, the quick ratio (ratio between the company's liquid assets and its current liabilities) shall be calculated in order to evaluate the financial health of the Offeror. A quick ratio lower than 1 shall be grounds to disqualify the Offeror.

Delivery:

UNDP Tajikistan is looking for a maximum delivery time of 30 calendar days for common orders. Delivery for high-volume complex orders shall be agreed mutually.

Delivery Terms:

DDU Dushanbe, Tajikistan (INCOTERMS 2000)

Stocks of Equipment and Spare Parts:

Offerors shall describe how stocks of equipment and spare parts are maintained and managed. It is desirable that the winner company keeps a reasonable stock of equipment described under Items 1, 2 and 3 (Annex VIII) in order to ensure delivery of urgent orders within 10 calendar days.

Packaging:

Offerors shall refer to Annex III General Terms and Conditions (clause 6) for the minimum packaging requirements.

Environmental Considerations:

Offerors shall describe, as applicable, how environmental protection issues are taken into account throughout the manufacturing and/or delivery process. Eco-labels applied, if any, shall also be described.

Warranty:

The full warranty (on-site) shall include maintenance, troubleshooting and repair including provision of spare parts. The offeror shall provide evidence of local authorized technical support services availability for the offered equipment. In case of repair, a competent service person either from the contractor (bidder) or from the local authorized company needs to show up at the location of the equipment and provide the detailed state report and troubleshooting/repair schedule within the next business day after the contractor (bidder) or contracted local authorized company was informed about the need for repair.

Offerors shall describe the warranty and post-warranty conditions provided and service/trade customs and procedures applied. In case of repair and/or replacement of parts, UNDP Tajikistan is looking for a lead-time of maximum 10 calendar days.

Offerors shall propose 2 (two) years of full warranty period for all items in Lots to commence following the acceptance of the delivered equipment by UNDP.

Organisational Settings:

The winner company shall provide the name and contact information of a Customer Relations Manager or similar, responsible for the smooth running and execution of orders placed by UNDP Tajikistan. The winner company shall make deliveries to the specified location in Dushanbe, Tajikistan. Deliveries outside Dushanbe shall be negotiated separately.

Placement of Orders:

LTA holders shall be requested to submit quotations to UNDP Tajikistan for future individual orders. Individual orders shall be placed with the LTA holder who quotes the lowest price.

Payment terms:

Goods purchased will be paid through bank transfer to given account, within 30 days upon delivery and submission of supply invoice. Please, note that all UNDP purchases are customs and tax exempted.

BID SUBMISSION FORM

To: UNDP

Attention: Registry Office/Procurement

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver IT equipment in conformity with the said bidding documents at the prices indicated in the Price Schedule attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of 120 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated thisday of[year].

.....
Signature

[in the capacity of]

Duly authorized to sign the Bid for and on behalf of

TECHNICAL SPECIFICATION

Lot 1

#	Description	Weight	Specification
1	Laptop	35	CPU min 2 Core 2.5 GHz / 4 GB DDR3 memory/ 128 SSD or 320 GB SATA (5400 rpm) / min 14" Led screen/ int. or ext. DVD±RW/CD-RW/BD optional/ Built-in 10/100/1000 Mbps Ethernet (RJ-45 connector) / Wireless-B+G+N/ Built-in 1.3-megapixel webcam / 3x USB 2.0/ 8-in-1 media reader for easy transfer digital photos / 6-cell lithium-ion + docstation+ bag +(Wimax or 3G modem optional) Software: OEM Windows 7 / Microsoft Office 2010
2	Desktop	25	CPU: Two Core processor 3.0 GHz Memory: DDR –X DIMM 2GB x 2 HDD: 500 Gb SATA III-32MB Video card: 1GB DDR-3 (VGA-DVI-HDMI) Optical Drive: DVD±R/RW /BD Others: Speakers, Wireless optical mouse, Wireless keyboard (GB/rus) Software: OEM Windows 7 / Microsoft Office 2010
3	Monitor	25	Monitor: LCD 20"/22" Widescreen (min 1680 x 1050) VGA-DVI-HDMI 5 degrees to + 30 degrees, Turn on 90 ° for change orientations (portrait/album), adjustment on height
5	UPS	25	Smart-UPS 750, 50Hz, 175v-240v
5	Projector	5	2000 lumen, 450:1, 1280x800, DVI, D-Sub, RCA, S-video, LAN, Remote Control
6	AVR	25	Stabilizator Voltage Stabilizer St 1500 VA, <u>input min 160v</u> , output 220-240v
7	Digital cameras	3	Min 10 Mpx Memory card SD XC, SD HC, SD Zoom not less than 4x Display not less than 2,5 " USB 2.0
8	Power-line filter	10	5 m, 6 inputs
9	Flash disk	10	8 GB, USB 2.0
10	External HDDs	5	500 Gb, USB 2.0
11	External HDDs	3	1 TB, USB 2.0
12	Mobile Phones	10	Standards 850/900/1800/1900

Lot 2

#	Description	Weight	Specification
1	Printer	25	Monochrome, Laser technology, A4, up 33p/min., 1200x1200 dpi, duplex, USB/LAN interface
2	Color Printer	10	Color, Laser technology, A4, up 35p/min., 1200x1200 dpi, duplex, USB/LAN interface
3	MFP	15	Monochrome, Laser technology, Printer, Copier, Monochrome or Color scanner, A4, up 19p/min., 600x600 dpi, USB/LAN interface
4	MFP	10	Monochrome, Laser technology, Printer, Copier, monochrome scanner/fax, A3, up 45p/min., 600x600 dpi, ADF/Add Tray/Finisher (optional) USB/LAN interface
5	Copy Machine	5	Monochrome, Laser technology, A3, up 18 p/min. (A4 up 35p/min), 1200x1200 dpi, duplex, USB/LAN interface

Lot 3 Cartridges

#	Cartridge serial number	Specification		Weight	Model
1	Q7553A	Printer	HP	10	Laser Jet 2015/M2727ns
2	Q5949A	Printer	HP	10	Laser Jet 1320
3	Q2612A	Printer	HP	30	LASER JET 1020/3030
4	Set (B/C/Y/M)	MFP	HP	20	Color LaserJet 1312 nfi
5	C-EXV6 Toner	Copy machine	Canon	15	NP 7161
6	106R01203/4/5/6 Set (B/C/Y/M)	MFP	Xerox	15	Phaser 6110

Important Notes :

- 1) The hardware to be supplied should be worldwide known "Brand Name", unused and of the most recent or current models or stock lines, incorporating all recent improvements in design and components.
- 2) The workstations and monitors should be the same "Brand name" production.
- 3) Warranty: Not less than 2 years for servers, computers and notebooks and 1 year for peripherals and other equipment.
- 4) Your bid should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English) for the items quoted.
- 5) Your bid should indicate names and addresses of firms providing service facility in Dushanbe, Tajikistan.
- 6) All active (powered) equipment must operate on 220v +/- 20v, 50Hz +/- 2Hz.
- 7) Each Lot is followed with the estimated weight in percentages, the evaluation of the reference prices would be done using the mentioned weights.
- 8) UNDP reserves the right at its discretion to accept or decline any alternate offer.
- 9) Note that there are mandatory delivery times of 7 days for items FCA and 4 weeks for items DDU.

PRICE SCHEDULE AND DELIVERY DATA

LONG TERM AGREEMENT (LTA) FOR PURCHASE OF COMPUTER HARDWARE, NOTEBOOKS, PERIPHERALS AND CARTRIDGES/TONERS FOR UNDP TAJIKISTAN AND ITS PROJECTS

Ref. 151-2011-ITB-UNDP-CO

1. The price shall be based on DDU Dushanbe (INCOTERMS 2000) delivery terms and shall be exclusive of all taxes. The price must provide a detailed cost breakdown, including for shipping and handling charges. Offerors shall explain shipping arrangements (where are goods shipped from, warehousing and customs, etc.) and shall indicate any discounts applied for various volume orders. Partial bids are permitted by LOTs.
2. Technical descriptions for each proposed item must provide sufficient detail to allow UNDP to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
4. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
5. The prices shall remain in effect for a period of one year from Entry into Force of the Long-term Agreement(s). Any increase/decrease in prices should be reported to UNDP immediately. The new prices will enter into force only after UNDPs price verification and approval.
6. For evaluation purposes, please indicate the quantity as 1.

No	Description	Unit Price *	Qty = 1	Total Landed price per item	DDU/ FCA	Delivery time
LOT-1						
LOT-2						
LOT-3						

NOTE : (*) All prices must be expressed in USD (DDU – Dushanbe, Tajikistan for imported goods or FCA – Dushanbe, Tajikistan for locally available goods). Please specify the applicable delivery condition.

Signature of Bidder

Stamp of Company

VENDOR PROFILE

**Long Term Agreement for purchase of computer hardware, notebooks, peripherals and
cartridges/toners for UNDP Tajikistan and its projects
151-2011-ITB-UNDP-CO**

SUPPLIER INFORMATION			
Company Name:		Parent Company Name (if applicable)	Web Site URL: (if applicable)
Street Address			
City	State/Province/County	Postal Code	Country
Contact Person (MAIN ADDRESS)	Telephone	Fax	E-mail Address
Name:			
Telephone:			
BENEFICIARY BANKING INFORMATION			
Bank Name			
Bank ID:	For US banks only use whether: (9 digits) ACH <input type="checkbox"/> Fed wire <input type="checkbox"/>		SWIFT code 8 or 11 characters (required for overboard payments)
Branch ID: (for Canadian Banks only) 9 digits routing no.		Branch Name:	
Street Address:			
City	State/Province	Postal Code	Country
BENEFICIARY BANK ACCOUNT DETAILS			
Account Name: (name as it appears on bank account)		Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE INDICATE) _____	
Bank Account No. : (ENTER WITH NO PUNCTUATION,NO DOTS, DASHES OR SPACES)		Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
IBAN (European Banks)			
Transit Code (5 digit) Canadian Banks		Sort Code (6 digits) UK Banks	BSB code (6 digit) Australia Banks
Bank Information for Intermediary/Correspondent Bank (if applicable)			
Name of Bank :		Address of Bank :	
Bank Account No (of beneficiary bank with intermediary bank)		SWIFT Code:	FED WIRE NO. (US BANKS ONLY)

INCOMPLETE OR ERRONEOUS INFORMATION WILL PREVENT FINAL CREDIT OF PAYMENTS TO YOUR ACCOUNT