

## Invitation to Bid Amendment no. 2

Ref. no. ITB11/00373

Date: 05 July 2011

**Subject: ITB for the Supply of IT Equipment to UNDP Moldova on Long Term Agreement basis**

1. Pursuant to Clause 6 of the Instructions to Bidders, and for reasons specified below, UNDP Moldova is hereby amending the solicitation documents.
2. In view of the recommendations from RACP Chairperson in regards to INCOTERMS 2010, and in order to take into account the changes in this area, UNDP Moldova is hereby revising the ANNEX II, ANNEX III, ANNEX V and ANNEX VIII.
3. All other terms and conditions of the solicitation documents, except as amended herein, shall remain unchanged and shall continue in full force and effect.

## BID DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders		
Language of the Bid	<input checked="" type="checkbox"/> <b>English</b> <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Other:		
Bid Price	The prices quoted shall be as per following INCOTERMS 2010 and place: <input type="checkbox"/> FOB <input type="checkbox"/> FCA <input type="checkbox"/> CPT <input checked="" type="checkbox"/> <b>DAT</b> Place: <b>Chisinau, Republic of Moldova</b>		
Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not required		
Bid Validity Period	<input checked="" type="checkbox"/> <b>120 days</b> <input type="checkbox"/> Other:		
Bid Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> <b>Not required</b>		
Preliminary Examination – completeness of bid	<input type="checkbox"/> Partial bids permitted <input checked="" type="checkbox"/> <b>Partial bids not permitted</b>		
Purchaser's Right to Vary Requirements at Time of Award	<input checked="" type="checkbox"/> <b>15 percent, increase or decrease remain unchanged</b>	<input type="checkbox"/> Condition waived	<input type="checkbox"/> Condition applies but change limit to ..... percent
Bid Submission	<b>Bids can be submitted either in hard copy or electronically. Bids sent electronically need to be addressed to the following e-mail address: <a href="mailto:tenders-Moldova@undp.org">tenders-Moldova@undp.org</a> with the same mark. Bids submitted by fax will be rejected. <u>Late bids shall be rejected.</u></b>		
Requests for additional information	Request for additional information must be received at least two weeks before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.		

## General Terms and Conditions

### 1. ACCEPTANCE OF THE PURCHASE ORDER

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

### 2. PAYMENT

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

### 3. TAX EXEMPTION

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

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

### 4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DAT Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### 5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

### 6. FITNESS OF GOODS/PACKAGING

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

## **7. INSPECTION**

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.

## SCHEDULE OF REQUIREMENTS

### Background:

In order to support its projects and partners operations, as well as its own needs, UNDP Moldova is procuring fairly large quantities of IT equipment (desktop computers, notebooks, monitors and UPSs) 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 Moldova envisages entering into Long Term Agreement with minimum two and maximum three suppliers for a period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation. The volume of IT equipment purchases, envisaged by UNDP Moldova yearly, amounts to approximately 550,000.00 USD. UNDP Moldova does not guarantee that similar yearly volumes would be ordered during 2011 or during the next three years.

### Purpose:

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

### Scope:

#### *Minimum Requirements:*

UNDP Moldova is inviting bids for the supply of IT equipment as per Technical Specifications presented in Annex VI. 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. Offerors are requested to bid for all items in Annex VI; failure to do so shall be grounds to disqualify the Offeror.

#### *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 LOT 1 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 IT equipment is required;

Local Dealer/Representative/Company: Offerors shall provide the name of the entity in Chisinau, Moldova for warranty/guarantee repair, maintenance, etc, and shall describe the conditions applicable for warranty repairs and replacement of parts;

Financial capacity of company: Offerors shall provide copy of the company's financial balance sheet for the last three fiscal years (companies from Moldova shall provide copy of financial balance sheet endorsed by the National Bureau of Statistics of the Republic of Moldova; companies from abroad shall provide audited financial report by a reputable specialised agency), 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 and Shipping:*

UNDP Moldova is looking for a maximum delivery time of 30 calendar days for common orders. Delivery for high-volume complex orders shall be agreed mutually. Offerors shall explain shipping arrangements (where are goods shipped from, warehousing and customs, etc.) and shall indicate any discounts applied for various volume orders.

#### *Delivery Terms:*

DAT Chisinau, Moldova (INCOTERMS 2010)

#### *Stocks of Equipment and Spare Parts:*

Offerors shall describe how stocks of equipment and spare parts are maintained and managed. It is desirable that winner companies keep a reasonable stock of equipment described in Annex VI 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 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 Moldova is looking for a lead-time of maximum 10 calendar days.

Offerors shall propose 3 (three) years of full warranty period for items 1, 2, 3 and 4 under LOT 1 and 1 (one) year for all items under LOT 2 and item 5 under LOT 1, to commence following the acceptance of the delivered equipment by UNDP.

**Organisational Settings:**

The Offeror 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 Moldova. The winner companies shall make deliveries to the specified location in Chisinau, Moldova. Deliveries outside Chisinau shall be negotiated separately.

**Placement of Orders:**

UNDP Moldova shall enter into Long Term Agreement with minimum two and maximum three suppliers of IT equipment for a period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation.

In order to identify the contractor for each individual order, UNDP Moldova shall conduct limited competitions among the two (or three) LTA holders. Every LTA holder shall be requested to submit a quotation as per requirements of each individual order. These requests for quotation shall not be public and shall be sent directly to the two (or three) LTA holders. Each request for quotation shall contain generic specifications and shall not make reference to any specific brand of equipment, unless there has been a previous determination or there is a need for standardization. The quotations, submitted by the LTA holders, shall contain detailed specifications of offered equipment, shall indicate unit prices and total order price based on DAT Chisinau delivery terms (Incoterms 2010). The quotations shall also indicate delivery period.

The LTA holders shall be expected to send their quotations within 5 working days upon receipt of request by email, or inform UNDP about any problems in submitting the requested quotation and/or about the need to extend the solicitation period. Failure of any LTA holder to submit its quotation by the specified deadline shall not warrant the extension of the limited competition, unless it is deemed in the best interest of UNDP to do so.

Pursuant to an evaluation that shall consist of a compliance check of the specifications of the offered equipment against the requested ones, the order shall be placed with the LTA holder that quotes the lowest price among those that meet the minimum technical requirements.

The Customer Relations Managers designated by the LTA holders shall be responsible for the submission of quotations to UNDP Moldova, as well as for the smooth running and execution of orders placed by UNDP Moldova.

**Payment terms:**

Goods purchased will be paid through bank transfer to the bank account of the LTA holder, within 30 days upon delivery and submission of supply invoice. Please, note that all UNDP purchases are exempt of customs duties, VAT and other taxes.

## PRICE SCHEDULE

In order to support its projects and partners operations, as well as its own needs, UNDP Moldova is procuring fairly large quantities of IT equipment (desktop computers, notebooks, monitors and UPSs) 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 Moldova envisages entering into Long Term Agreement with minimum two and maximum three suppliers for a period of one year with the option to extend for two additional years, subject to a satisfactory performance evaluation. The volume of IT equipment purchases, envisaged by UNDP Moldova yearly, amounts to approximately 550,000.00 USD. UNDP Moldova does not guarantee that similar yearly volumes would be ordered during 2011 or during the next three years.

Based on volumes indicated above offerors shall provide current prices for each item under Annex VI Technical Specifications. The price shall be based on DAT Chisinau (INCOTERMS 2010) delivery terms and shall be exclusive of customs duties, VAT and other taxes. The price for each item must provide a detailed cost breakdown, including for shipping and handling charges. Partial bids are not permitted.

Technical descriptions for each proposed item must provide sufficient detail to allow UNDP Moldova to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB. Estimated weight/volume must be part of the documentation submitted.

The format shown in Table 1 below 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 an example.

**Table 1.**

Name of Bidder:		
Item	Technical Description (please provide detailed specifications of offered equipment)	Unit Price (DAT Chisinau, Moldova), USD
Item 1. DESKTOP COMPUTER – STANDARD		
Item 2. DESKTOP COMPUTER – PERFORMANCE		
Item 3. NOTEBOOK – PORTABLE		
Item 4. MONITOR 24"		
Item 5. UPS		

### PROCEDURES FOR IDENTIFYING WINNERS OF THE COMPETITION

Following are the procedures which will be applied in order to identify the winners of the competition, which will subsequently be offered to sign a Long Term Agreement for the supply of IT equipment to UNDP Moldova.

Offerors are requested to provide quotations as per Samples Orders described below (three sample orders). The maximum obtainable scores, noted in Table 2 below, are based on UNDP Moldova previous experience in placing orders for IT equipment and indicate the relative importance and frequency of similar orders, i.e. in 25% of cases UNDP Moldova ordered 1 to 5 units (sets) of desktops/notebooks with monitors and accessories, in 55% of cases orders were between 5 and 25 units (sets) of equipment, and in 20% of cases orders consisted of 25 units (sets) and above. **The lowest price among the technically qualified offerors for each Sample Order in Table 2 shall obtain the maximum obtainable score.** The other offerors shall be scored based on the following formula:

$$\text{Sample Order Score} = (\text{Lowest Price} / \text{Offered Price}) \times \text{Maximum Obtainable Score}$$

For example, for Sample Order 1 Company A offered a price of 10,000 USD, Company B – a price of 10,500 USD and Company C – a price of 9,500 USD. Company C shall obtain a score of 25.00 points under Sample Order 1, as it offered the lowest price among all technically qualified offerors. The score for Company B shall be calculated according to the above formula: Sample Order 1 Score for Company B =



(9,500 USD/ 10,500 USD) x 25.00 points = 22.62 points. Similarly, for Company A the Score under Sample Order 1 shall be 23.75 points.

A total score for each technically qualified offeror shall be calculated and offerors shall be ranked based on the accumulated total score – from highest to lowest (highest total score shall be ranked first, lowest – last). **Long Term Agreements shall be signed with the two or three top-ranked offerors, i.e. which obtained the highest cumulative score.**

**Table 2.**

Sample Order No.	Maximum Obtainable Score	Company / Other Entity									
		A		B		C		D		E	
		Amount	Score	Amount	Score	Amount	Score	Amount	Score	Amount	Score
1.1	25.00										
1.2	55.00										
1.3	20.00										
<b>TOTAL</b>	<b>100.00</b>										

**SAMPLE ORDER FORMS**

Offerors are requested to submit quotations for each of the following sample orders. Item numbers refer to the items described in the Technical Specifications (Annex VI) of this ITB. The quantities indicated under each Item are based on UNDP Moldova previous experience in placing orders for IT equipment and are a good representation of UNDP Moldova tendencies.

Offerors which fail to submit their quotations for all sample orders or submit partial quotations shall be disqualified. Partial bids are not permitted.

<b>Name of Bidder:</b>				
<b>SAMPLE ORDER 1</b>				
Item No.	Short Description (Brand name and model)	Unit Price, USD	Quantity	Total Price per Item, USD
Item 1. DESKTOP COMPUTER – STANDARD			5 (five)	
Item 2. DESKTOP COMPUTER – PERFORMANCE			2 (two)	
Item 3. NOTEBOOK – PORTABLE			3 (three)	
Item 4. MONITOR 24"			10 (ten)	
Item 5. UPS			10 (ten)	
Delivery to DAT Chisinau				
<b>TOTAL FOR SAMPLE ORDER 1, USD</b>				
<b>SAMPLE ORDER 2</b>				

Item No.	Short Description (Brand name and model)	Unit Price, USD	Quantity	Total Price per Item, USD
Item 1. DESKTOP COMPUTER – STANDARD			10 (ten)	
Item 3. NOTEBOOK – PORTABLE			25 (twenty five)	
Item 4. MONITOR 24"			35 (thirty five)	
Item 5. UPS			10 (ten)	
Delivery to DAT Chisinau				
<b>TOTAL FOR SAMPLE ORDER 2, USD</b>				
<b>SAMPLE ORDER 3</b>				
Item No.	Short Description (Brand name and model)	Unit Price, USD	Quantity	Total Price per Item, USD
Item 1. DESKTOP COMPUTER – STANDARD			90 (ninety)	
Item 2. DESKTOP COMPUTER – PERFORMANCE			10 (ten)	
Item 3. NOTEBOOK – PORTABLE			40 (forty)	
Item 4. MONITOR 24"			140 (one hundred and forty)	
Item 5. UPS			100 (one hundred)	
Delivery to DAT Chisinau				
<b>TOTAL FOR SAMPLE ORDER 3, USD</b>				

.....  
Signature

.....  
[in the capacity of]

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