



Invitation to Bid (ITB)
No. ITB/001/2009/LTA

Date: 29 October 2009

Dear Sir/Madam,

DEADLINE FOR SUBMISSION of BIDS WAS EXTENDED UNTILL 15:00 hrs Vientiane time, 30 November 2009.

Subject: Long Term Agreement for purchase of computer hardware, notebooks, and peripherals for UNDP and its projects in Lao PDR

1. The purpose of this Invitation to Bid is to conclude Long Term Agreements (LTAs) for the period of two years for the supply of hardware and peripheral equipment covering the years 2010-2011 with qualified vendor(s) specialized in the supply of goods of this nature to the UNDP Country Office and project offices in Vientiane, Lao PDR, together with service center facility in Vientiane. The successful bidder(s) shall be contracted for an initial period of one year, with the contract renewable for a second year upon satisfactory performance in the first year.
2. Therefore, UNDP hereby solicits your offer for the supply of goods specified in Annex VII. An estimate of the value of goods to be purchased in the first two years would be about USD 500,000. 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 separate items within 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. Long Term Agreement
- Annex VII. Technical Specifications
- Annex VIII. Bid Submission Form
- Annex IX. Price Schedule and Delivery Data
- Annex X. Vendor Profile Form

These bidding documents are published on the following web-sites and can be downloaded in PDF format at <http://www.undplao.org/vacancies/procurement.php> or <http://procurement-notice.undp.org/index.cfm> or <http://ungm.org/Notices/Notices.aspx>

5. Interested Bidders may obtain clarification on bids by contacting the following address:

Contact Person: Diyer Rasulov, Procurement Specialist
Name of Office: UNDP Lao PDR,
E-Mail: diyer.rasulov@undp.org cc. to surith.sengsavang@undp.org

6. Bids may be delivered by mail, courier service or by hand to:

United Nations Development Programme in Lao PDR

**Lane Xang Avenue, PO BOX 345,
Vientiane, Lao PDR
Attention: Procurement Unit**

Clearly marked on the envelope: **ITB/001/2009/LTA**

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

- 7.** Bids must be delivered or sent to the above office/e-mail on or before **Monday, 23 November 2009 at 15.00 hrs** [Vientiane, local time]. **DEADLINE FOR SUBMISSION of BIDS WAS EXTENDED UNTILL 15:00 hrs Vientiane time, 30 November 2009.**

<p>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</p>

- 8.** Public Bid Opening will be conducted on **30 November, 2009 at 15:30 Vientiane time** in UN Building at the following address:

**Lane Xang Avenue, PO Box 345,
Room 125
Vientiane, Lao PDR**

Please send e-mail to surith.sengsavang@undp.org with names of representative/s who will participate in the opening ceremony.

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

Sincerely,
UNDP Lao PDR

Javier Barrantes

Deputy Resident Representative (Operations)

ANNEX I
MEMO TO BIDDERS

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
- Bids not submitted to correct physical or electronic address. Note that the address for bid submission is different to the address for bid questions
- 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 organisation may be submitted in Lao but it is necessary that there be translations 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 Country Office and its projects in Lao PDR.
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.

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 published at <http://www.undplao.org/vacancies/procurement.php> (please check Reference ID **ITB/001/2009/LTA**).

5. **Amendments of Solicitation Documents:** No later than 2 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 Lao PDR procurement website** <http://www.undplao.org/vacancies/procurement.php> 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 VII, VIII and IX 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;
- (e) Vendor profile form as per Annex X.

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 only. 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 "**ITB/001/2009/LTA**" 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: THIS SECTION AND ITS SUBSECTIONS SHALL NOT APPLY.

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.

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 ENERGY STAR requirements for Environment protection - For information on ENERGY STAR please visit to www.energystar.gov;
1.4	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Contract by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, qualified technical supports, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service facility in Vientiane Lao PDR and appropriate service network.

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

F. Award of Contract

23. Award Criteria: UNDP will Issue the Contract to the lowest priced technically qualified Bidder which meets all criteria in Clause 22 above. 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. The 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.

Annex III

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, Langxane Avenue, PO Box 345, Vientiane, Lao PDR, and on occasions other addresses within Vientiane.
Documents Establishing Bidder's Eligibility & Qualifications	Required. Please provide technical documents for the products proposed.
Bid Validity Period.	120 days
Bid Security	Not required. However, in case if bidder pursues unacceptable arrangements outlined in Instruction to bidders, clause 13, Bid Security, sub-item (g), the bidder may be permanently disqualified from further biddings being conducted by UNDP Lao PDR.
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 a 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. INSPECTION

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

7. 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.

8. 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.

9. 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.

10. ASSIGNMENT AND INSOLVENCY

- 10.1 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.
- 10.2 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. SETTLEMENT OF DISPUTES

15.1 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.

15.2 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.

16. 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.

Annex V

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 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order/Contract price. Once the maximum is reached, UNDP may consider termination of the Purchase Order/Contract
Performance security	
Doesn't Apply	<ul style="list-style-type: none"> 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.
Quarterly price verification	UNDP reserves the right to verify prices of goods under LTA(s) on quarterly basis and negotiate prices to ensure value for money.

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.

ANNEX VI

“LONG TERM AGREEMENT (LTA) FOR THE PROVISION OF COMPUTERS, NOTEBOOKS AND PERIPHERALS TO THE UNDP Lao PDR ITB/001/2009“

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, Lanexane Avenue, PO Box 345, Vientiane, Lao PDR (hereinafter called “Contractor”) with its headquarters at

WHEREAS, UNDP Lao PDR desires to enter into a Long Term Agreement for the provision of computer desktops, notebooks, and peripherals by the Contractor to UNDP Lao PDR, pursuant to which UNDP can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Invitation to Bid for Computers, Notebooks, and Computer Peripherals.

NOW, THEREFORE, UNDP Lao PDR and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

Article 1: EFFECTIVE DATE OF AGREEMENT

1. This agreement becomes effective on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for another year by written consent of both parties.

Article 2: SCOPE OF THE CONTRACT

2. The Contractor shall provide UNDP Lao PDR, as and when purchased through formal purchase order, with the goods as listed in Annex I, to this agreement at the prices stipulated herein. Goods as listed in the appendices are subject to specification changes as made necessary by changing business standards for computing equipment as a result of technological advances, for which the buyer will be advised two weeks in advance. Goods and products not listed in Annex I are not covered by the terms and conditions of this agreement.
3. UNDP does not warrant that any quantity of Goods will be purchased during the terms of this Agreement.
4. The Agreement does not accord any exclusivity to the Supplier with respect to the goods listed in Annex I.

Article 3: PROVISION OF GOODS

5. The goods supplied shall conform to the type/description provided in Annex I, shall fit the purposes for which the goods are ordinarily used and as specified in the Purchase Orders, and should be free from all material defects.
6. The Contractor warrants that the goods supplied under this Agreement are new and unused. The Contractor further warrants that all goods supplied under the Agreement shall have no material defect arising from design, material or workmanship or from any act or omission of the contractor or manufacturer that may develop under normal use of the supplied goods in the conditions specified in purchase order.

Article 4: PACKAGING

7. The Contractor warrants that the goods supplied under this Agreement are contained or packaged adequately to protect the goods during transport, storage and handling.
8. All goods shall be delivered to the buyer in their original manufacturer’s packaging.
9. Unless otherwise stated in the purchase order, all documents (packing lists, manuals, etc) shall be in English language.

Article 5: PRICE

10. The prices of the goods in Annex I are in force for a period of two years. However, prices may be subject to change in the event of a model change effecting significant product improvement, upon which the contractor shall notify UNDP Lao PDR immediately. UNDP Lao PDR shall consider the impact of any such event and may request a written amendment to the agreement to incorporate the change.
11. In the event of any downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.
12. The Contractor shall request additional discounts from its suppliers for large purchase orders and shall communicate the responses to UNDP Lao PDR. Any additional discounts shall be passed on to UNDP Lao PDR.

Article 6: DELIVERY, FREIGHT AND INSURANCE

13. INCOTERMS. The International Chamber of Commerce INCOTERMS shall apply to this Agreement.

- 14. All goods shall be delivered to UNDP Lao PDR premises in Vientiane or any other place in Lao PDR as designated by UNDP. The Contractor is responsible for insuring the goods until delivered to UNDP.
- 15. All orders shall be delivered in full, unless each partial delivery is authorized in writing either in the Purchase Order or by UNDP Lao PDR.
- 16. The Contractor assures minimum possible delivery times. For larger orders, delivery must occur within 4 weeks of the order. UNDP will endeavor to give as much advance notice as possible to enable the supplier to stock as much it thinks reasonable, but such advance notice will not constitute a purchase order and will be at suppliers risk.

Article 7: WARRANTY

- 17. Full manufacturers warranty and after sales service is included in the price of all goods supplied by the Contractor.

Article 8: PURCHASE ORDERS ISSUED BY UNDP INDONESIA UNDER THIS AGREEMENT

- 18. The purchase of any goods under this agreement will be made by purchase order issued by an authorized offer of UNDP Lao PDR. The contractor bears responsibility for ensuring the validity of a purchase order; UNDP Lao PDR welcomes such queries by telephone or mail.

Article 9: INVOICING PROCEDURES AND PAYMENTS

- 19. For purchase orders issued by UNDP Lao PDR the invoice should be submitted directly to the UNDP Lao PDR office to attention of the buyer and the payment will be made directly to the contractor to the bank account provided by the Contractor.
- 20. UNDP payment conditions applicable to purchase orders executed under this Agreement are applicable, in particular payment within thirty (30) days by cheques or bank transfer from the date of receipt of the invoice and all other related documents. Under no circumstances shall UNDP Lao PDR be liable to pay interest on amounts not paid within this period.
- 21. The pricing of the goods is made in USD.
- 22. Payments by UNDP Lao PDR will be made by bank transfer in Vientiane to the following account as designated by the contractor:
 ACCOUNT NAME:
 ACCOUNT NUMBER:
 BANK NAME:
 BRANCH:

Article10: ACCEPTANCE

- 23. This Agreement supercedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Goods hereunder.
- 24. The standard UNDP General Conditions for Goods, attached as Annex II, shall apply to this Agreement, and any subsequent contracts or amendments concluded in accordance with paragraph 1 above.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf

For and on behalf of the United Nations Development Programme

(Name and Title)

(Name and Title)

(Signature)

(Signature)

(Date)

(Date)

TECHNICAL SPECIFICATIONS

Lot 1

Computers, Monitors and Laptops (WIDELY RECOGNIZED BRANDS)

Item #	Description/technical specification		Quantity
	Computer 1 - minimum technical specification		
1.1	ENERGY STAR®	ENERGY STAR Version 5.0 compliance	1
	Processor type	Intel® Core™ 2 Duo Processor, Processor Speed 2.00GHz	
	Operating system installed Upgradability	Genuine Windows Vista® Business with Downgrade Rights Service to Windows® XP Professional	
	Memory	2 GB Dual Channel DDR2 SDRAM	
	Memory upgrade	Expandable to 4GB through four industry-standard DIMM slots	
	Maximum memory	4 GB DDR2-Synch DRAM	
	Internal hard disk drive	160 GB SATA 3.0 Gb/s	
	Hard disk drive speed	7200 rpm	
	Optical drives	DVD+/-RW	
	Chassis type	Convertible Minitower or Desktop	
	Graphic subsystem name	Intel® Graphics Media Accelerator 4500	
	Audio	Integrated High Definition audio	
	Modem	Hi-Speed 56K PCI SoftModem	
	Networking	Integrated 10/100/1000 Ethernet	
	Available LAN drivers	Microsoft® 2000, Microsoft® XP	
	Expandability	Rear: 6 USB 2.0, 1 optional serial port, 1 optional parallel port, 1 optional DVI graphics port, 2 PS/2, 1 RJ-45, 1 VGA, audio in/out, Front: 2 USB 2.0, headphone and microphone	
	Keyboard	2009 standard keyboard PS/2 English	
Pointing device	2-Button Optical Scroll Mouse		
Software	MS-Office 2007 Pro Charity version		
Warranty	3 years by Authorized Distributor		
	Computer 2 - minimum technical specification		Quantity
1.2	ENERGY STAR®	ENERGY STAR Version 5.0 compliance	1
	Processor type	Intel® Core™2 Duo Processor, Processor Speed 3.00GHz	
	Operating system installed Upgradability	Genuine Windows Vista® Business with Downgrade Rights Service to Windows® XP Professional	
	Memory	2 GB Dual Channel DDR2 SDRAM	
Memory upgrade	Expandable to 4GB through four industry-standard DIMM slots		

	Maximum memory	4 GB DDR2-Synch DRAM	
	Internal hard disk drive	250GB 7.2 K RPM SATA Hard Drive	
	Hard disk drive speed	7200 rpm	
	Optical drives	DVD+/-RW	
	Chassis type	Convertible Minitower or Desktop	
	Graphic subsystem name	Intel® Graphics Media Accelerator 4500	
	Audio	Integrated High Definition audio	
	Modem	Hi-Speed 56K PCI SoftModem	
	Networking	Integrated 10/100/1000 Ethernet	
	Available LAN drivers	Microsoft® 2000, Microsoft® XP	
		Rear: 6 USB 2.0, 1 optional serial port, 1 optional parallel port, 1 optional DVI graphics port, 2 PS/2, 1 RJ-45, 1 VGA, audio in/out, Front: 2 USB 2.0, headphone and microphone	
	Keyboard	2009 standard keyboard PS/2 English	
	Pointing device	2-Button Optical Scroll Mouse	
	Software	MS-Office 2007	
	Warranty	3 years by Authorized Distributor	
	Monitor 1 - minimum technical specification		Quantity
1.3	ENERGY STAR®	ENERGY STAR Version 5.0 compliance	1
	Display technology type	Active matrix TFT (thin film transistor)	
	Faceplate treatment	Anti-glare and anti-static coatings	
	Display size	17 inches diagonal	
	Display viewing angle	140° horizontal, 130° vertical	
	Display brightness	300 nits	
	Contrast ratio	500:01:00	
	Refresh response time	8 ms	
	Pixel pitch	0.264 mm	
	Colour	16 million colours	
	Display, maximum pixel rate	140 MHz	
	Horizontal scan rates	Horizontal frequency: 30 to 83 kHz, vertical frequency: 50 to 76 Hz	
	Display resolution	1280 x 1024 @ 60 Hz (native)	
	Video input connector	15-pin D-sub (Analog VGA)	
	Input signal	Detachable 15-pin D-sub mini connector	
	User controls	Image control (auto, horizontal, vertical), positioning (vertical and horizontal), color temperature (6500k, 9300k, custom), brightness, contrast, clock, clock phase, monitor management (power saver, sleep), factory reset	
Display moving angle	-5 to 30° vertical tilt, detachable base		
Warranty	3 years by Authorized Distributor		
	Monitor 2 - minimum technical specification		Quantity
1.4	ENERGY STAR®	ENERGY STAR Version 5.0 compliance	1
	Display technology type	Active matrix TFT (thin film transistor)	
	Faceplate treatment	Anti-glare and anti-static coatings	

Display size	19 inches diagonal
Display viewing angle	140° horizontal, 130° vertical
Display brightness	300 nits
Contrast ratio	500:01:00
Refresh response time	8 ms
Pixel pitch	0.264 mm
Colour	16 million colours
Display, maximum pixel rate	140 MHz
Horizontal scan rates	Horizontal frequency: 30 to 83 kHz, vertical frequency: 50 to 76 Hz
Display resolution	1280 x 1024 @ 60 Hz (native)
Video input connector	15-pin D-sub (Analog VGA)
Input signal	Detachable 15-pin D-sub mini connector
User controls	Image control (auto, horizontal, vertical), positioning (vertical and horizontal), color temperature (6500k, 9300k, custom), brightness, contrast, clock, clock phase, monitor management (power saver, sleep), factory reset
Display moving angle	-5 to 30° vertical tilt, detachable base
Warranty	3 years by Authorized Distributor

Notebook 1 Wide screen - minimum technical specification

Quantity

ENERGY STAR®

ENERGY STAR Version 5.0 compliance

1.5

Processor type and speed

Intel Core 2 Duo Processor, Processor speed 2.00 GHz or higher

Standard Memory

2 GB DDR2 SDRAM PC-4200

Max. Memory

4 GB (2 DIMMs)

Video Type

XGA - sufficient to support Windows Vista

Display Size

15" XGA TFT

Display Max. Resolution

1400 x 1050

Audio Type

Integrated

Speakers Type

Integrated

Hard Drive Type

160 GB Serial ATA 5400 RPM or higher

Optical Drive Type

Dual layer multiburner drive DVD±RW

Modem

Integrated

Network Speed

10 / 100 / 1000 Mbps

Wireless Network Type

Intel PRO/Wireless 3945ABG

Wireless Bluetooth

Integrated

Keyboard Type

QWERTY 86 keys

Input Device Type

Touch Pad

Slot Provided

1x PCMCIA type I / II

Card Reader Provided

SD, MMC, Memory Stick / Stick PRO

Interface Provided

2x USB 2.0, VGA, LAN, Audio

O/S Provided

Microsoft Windows Vista Business

Battery Type

Rechargeable Lithium-ion Battery

Power Supply

External AC Adapter

Standard Warranty

3-years by Authorized Distributor

1

Notebook 2 Small screen - minimum technical specification

Quantity

1.6

ENERGY STAR®

ENERGY STAR Version 5.0 compliance

1

Processor type and speed	Intel Core 2 Duo Processor, Processor speed 2.00 GHz or higher
Standard Memory	1 GB DDR2 SDRAM PC-4200
Max. Memory	2 GB (2 DIMMs)
Video Type	XGA - sufficient to support Windows Vista
Display Size	12" XGA TFT
Display Max. Resolution	1400 x 1050
Audio Type	Integrated
Speakers Type	Integrated
Hard Drive Type	160 GB Serial ATA 5400 RPM or higher
Optical Drive Type	DVD±RW
Modem	Integrated
Network Speed	10 / 100 / 1000 Mbps
Wireless Network Type	Intel PRO/Wireless 3945ABG
Wireless Bluetooth	Integrated
Keyboard Type	QWERTY 86 keys
Input Device Type	Touch Pad
Slot Provided	1x PCMCIA type I / II
Card Reader Provided	SD, MMC, Memory Stick / Stick PRO
Interface Provided	2x USB 2.0, VGA, LAN, Audio
O/S Provided	Microsoft Windows Vista Business
Battery Type	Rechargeable Lithium-ion Battery
Power Supply	External AC Adapter
Standard Warranty	3-years by Authorized Distributor

Lot 2
Peripheral equipment (WIDELY RECOGNIZED BRANDS)

Item #	Printer No 1 minimum technical specification	Quantity
2.1	Print speed, black (normal quality mode)	Up to 30 ppm
	First page out (black)	As fast as 8.0 sec
	Print resolution, black	Up to 600 x 600 dpi (1200 dpi effective output with HP FastRes 1200)
	Print technology	Laser
	Monthly duty cycle	Up to 25,000 pages
	Recommended monthly print volume	500 to 2500 pages
	Memory, standard	16 MB
	Memory, maximum	16 MB
	Processor speed	266 MHz
	Hard disk	None
	Paper tray(s), standard	2 (1 plus 50-sheet multipurpose input tray)
	Paper handling standard,input	250-sheet input tray, 50-sheet multi-purpose tray
	Paper handling standard,output	150-sheet output bin
		1

	Duplex printing (printing on both sides of paper)	Manual (driver support provided)	
	Media sizes, standard	Tray 1: Letter, legal, statement, executive, index cards, envelopes (No. 10, Monarch); Tray 2: letter, legal, executive	
	Media sizes, custom	Tray 1: 3 x 5 to 8.5 x 14 in; Tray 2: 4.1 x 5.8 to 8.5 x 14 in	
	Media types	Paper (bond, light, heavy, plain, recycled, rough), envelopes, labels, cardstock, transparencies, heavy media	
	Document finishing	Manual duplexing, manual feed, sheetfed, straight-through paper path	
	ENERGY STAR® Qualified	Yes	
	Cables	USB cable included into the unit price	
	Connectivity, standard	Hi-Speed USB 2.0 port; built-in HP Fast Ethernet print server P2035: IEEE 1284-compliant parallel port; one Hi-Speed USB 2.0 port	
	Warranty	1-year Limited Warranty by Authorized Distributor	
Printer No 2 minimum technical specification			Quantity
2.2	Print speed, black (normal quality mode)	Up to 35 ppm	1
	Networking	Built-in Jetdirect Gigabit Ethernet networking;	
	First page out (black)	As fast as 8.0 sec	
	Print resolution, black	Up to 1200 x 1200 dpi	
	Print technology	Laser	
	Monthly duty cycle	Up to 50,000 pages	
	Recommended monthly print volume	750 to 3000 pages	
	Memory, standard	128 MB	
	Memory, maximum	384 MB	
	Processor speed	600 MHz	
	Paper tray(s), standard	2	
	Paper tray(s), maximum	3	
	Paper handling standard,input	250-sheet input tray; 50-sheet multi-purpose tray	
	Paper handling standard,output	150-sheet output bin	
	Duplex printing (printing on both sides of paper)	Automatic (standard)	
	Media sizes, standard	Tray 1: Letter, legal, statement, executive, index cards, envelopes (No. 10 (Com), No. 7-3/4 (Monarch)); Tray 2: Letter, legal, executive; optional Tray 3: Letter, Legal, Executive	
Media sizes, custom	Tray 1: 3 x 5 to 8.5 x 14 in; Tray 2: 4.1 x 5.8 to 8.5 x 14 in; optional Tray 3: 4.1 x 5.8 to 8.5 x 14 in		
Media types	Paper (bond, light, heavy, plain, recycled, rough), envelopes, labels, cardstock, transparencies, heavy media		
Document finishing	Automatic duplexing, manual feed, sheetfed, straight-through paper path		
Connectivity, standard	Fast Ethernet 10/100/1000, Hi-Speed USB 2.0		

	Minimum system requirements	PC: Windows 2000 (drivers only), Windows XP Home, Windows XP Professional: 512 MB RAM; Windows Server 2003: 512 MB RAM; 350 MB available hard disk space (all systems); 512 MB RAM; Windows Vista(R), 32/64 512 MB RAM; 350 MB available hard disk space, CD-ROM, USB	
	Compatible operating systems	Windows 2000; Windows XP Home; Windows XP Professional; Windows Server 2003; Windows Vista(R); Mac OS X v 10.4; Mac OS X v 10.5; UNIX; Linux (see http://www.hplip.net)	
	ENERGY STAR® Qualified	Yes	
	Cables	USB cable included into the unit price	
	Warranty	1-year Limited Warranty by Authorized Distributor	
Printer No 3 minimum technical specification			Quantity
2.3	Print speed, black (normal quality mode)	Up to 35 ppm	1
	First page out (black)	As fast as 9.5 sec	
	Print resolution, black	Up to 1200 x 1200 dpi	
	Print technology	Laser	
	Monthly duty cycle	Up to 100000 pages	
	Recommended monthly print volume	1500 to 5000 pages	
	Memory, standard	80 MB	
	Memory, maximum	320 MB	
	Processor speed	400 MHz	
	Print languages, standard	HP PCL 5e HP PCL 6, HP postscript level 3 emulation	
	Hard disk	None	
	Paper tray(s), standard	2	
	Paper tray(s), maximum	3	
	Paper handling standard,input	100-sheet multipurpose tray, 500-sheet input tray, automatic duplex printing	
	Paper handling standard,output	250-sheet output bin, 100-sheet rear output bin	
	Duplex printing (printing on both sides of paper)	Automatic (standard)	
	Media sizes, standard	Letter, legal, executive, 8.5 x 13 in, envelopes	
	Media sizes, custom	Multipurpose Tray: 3 x 5 to 8.5 x 14 in	
	Media types	Paper (bond, color, letterhead, plain, preprinted, prepunched, recycled, rough), envelopes, labels, cardstock, transparencies, user-defined	
	Document finishing	Sheetfed	
Connectivity, standard	Hi-Speed USB port (compatible with USB 2.0 specifications), 1 open EIO slot, Jetdirect Fast Ethernet embedded print server		
Minimum system requirements	PC: Windows 2000, XP Home, XP Professional: 1 GHz processor, 512 MB RAM (Windows Vista, check user guide for minimum hard drive space); 333 MHz processor, 64 MB RAM; Server 2003: 550 MHz processor, 128 MB RAM; 200 MB of available hard disk space (all systems)		

	Compatible operating systems	Windows 2000; Windows XP Home; Windows XP Professional; Windows Server 2003; Mac OS X v 10.2.8; Mac OS X v 10.3.9; Mac OS X v 10.4 or higher; Linux (see http://www.hplip.net)		
	ENERGY STAR® Qualified	Yes		
	Cables	USB cable included into the unit price		
	Warranty	1-year Limited Warranty by Authorized Distributor		
Black and White Multifunction device (All-in-One) minimum technical specification			Quantity	
2.4	All-in-one functions	Print, copy, scan, fax	1	
	Multitasking capability	Yes		
	Print speed, black (normal quality mode)	Up to 24 ppm		
	First page out (black)	As fast as 9.5 sec		
	Monthly duty cycle	Up to 8,000 pages		
	Recommended monthly print volume	250 to 2,000 pages		
	Print technology	Laser		
	Print resolution, black	Up to 600 x 600 x 2 dpi		
	Paper handling standard,input	250-sheet media input tray, 10-sheet priority slot, 50-sheet automatic document feeder		
	Paper handling standard,output	125-sheet face-down output bin		
	Envelope capacity	Up to 10 envelopes		
	Envelope feeder	No		
	Duplex printing (printing on both sides of paper)	Manual (driver support provided)		
	Document finishing	Sheetfed		
	Media sizes, standard	Priority input tray and Tray 1: letter, legal, envelopes (No. 5 (1/2 Baronial) through No. 11), index cards, postcards; automatic document feeder (ADF): letter, legal		
	Media sizes, custom	Priority input tray and Tray 1: 3 x 5 to 8.5 x 14 in; automatic document feeder (ADF): 5 x 5 to 8.5 x 15 in		
	Media types	Paper (bond, color, heavy, letterhead, light, plain, preprinted, prepunched, recycled, rough), envelopes, transparencies, labels, cardstock		
	Media weight	Tray 1, Priority input tray, Output bin: 16 to 43 lb; automatic document feeder (ADF): 16 to 24 lb		
	Processor speed	450 MHz		
	Memory, standard	64 MB		
	Memory, maximum	64 MB		
	Scanner specifications			
	Scanner type	Flatbed, ADF		
	Scan resolution, optical	Up to 1,200 dpi		
Bit depth	24-bit			
Scan size, maximum (flatbed)	8.5 x 11.7 in			
Scan size, maximum (ADF)	8.5 x 14 in			
Scan speed (default)	Up to 3 ppm			
Automatic paper sensor	No			
Copier specifications				

	Copy resolution, black	Up to 600 x 600 dpi	
	Copy reduce/enlarge settings	25 to 400%	
	Maximum number of copies	Up to 99 copies	
	Fax specifications		
	Fax transmission speed (seconds per page)	3 sec per page	
	Fax memory	Up to 300 pages (black and white)	
	Fax note	Based on standard ITU-T test image #1 at standard resolution. More complicated pages or higher resolution will increase the transmission time.	
	Fax resolution, black (dots per inch)	Up to 300 x 300 dpi (halftone enabled)	
	Speed dials, maximum number	Up to 120 numbers (119 group dials)	
	Auto Redial	Yes	
	Fax delayed sending	Yes	
	Fax broadcast	119	
	Junk fax barrier	Yes, using CSI field	
	Polling	Yes (poll to receive only)	
	Remote retrieval	No	
	Fax forwarding	Yes	
	Faxing	Yes	
	Connectivity, standard	10/100Base-T Ethernet network port, Hi-Speed USB 2.0 compatible port.	
	Compatible operating systems	Windows 2000; Windows Server 2003; Windows XP Home; Windows XP Media Center; Windows XP Professional; Windows XP Professional x64; Windows XP Tablet PC;	
	Display	2.5-in LCD (text)	
	Power supply	Input voltage: 110 to 127 VAC (+/- 10%), 50/60 Hz (+/- 2 Hz), 4.5 A; 220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 2 Hz), 2.6 A	
	ENERGY STAR® Qualified	Yes	
	Warranty	1-year Limited Warranty by Authorized Distributor	
Scanner - minimum technical specification			Quantity
2.5	Scanner type	Flatbed	1
	Scan resolution, optical	Up to 4800 dpi	
	Bit depth	48-bit	
	Levels of grayscale	256	
	Multifeed detection	No	
	Automatic document feeder capacity	None	
	Transparency adapter	Included	
	Task speed	4 x 6-in color photo to file: about 9.2 sec for multiple image scan, up to 27.9 sec for single image scan; 35 mm slides to file: up to 6.5 sec for multiple image scan, up to 25.6 sec for single image scan; OCR 8.5 x 11-in text page to Microsoft Word: up to 28 sec for single image scan; 4 x 6-in color photo to share/e-mail: up to 20.8 sec for single image scan; 8.5 x 11.7-in PDF to e-mail: up to 28 sec for single image scan	

	Scan size, maximum (flatbed)	8.5 x 11.7 in	
	Media types	Paper (inkjet, laser, plain), photographic material (silver halide, pigment-dye), 3-D objects, 35 mm slides and negatives (using transparent media adapter)	
	Scan file formats	Windows: PDF, PDF searchable, TIFF, TIFF compressed, JPG, BMP, PNG, FPX, GIF, PCX, RTF, TXT, HTML; Macintosh: PDF, TIFF, JPG, FPX, GIF, PICT, RTF, TXT, HTML	
	Preview scan speed	Up to 11 sec	
	Button functions	4 front-panel buttons (Copy, Scan, Scan to E-mail, Scan to PDF)	
	Connectivity, standard	1 Hi-Speed USB 2.0	
	Compatible Operating Systems	Certified for Windows Vista(R); Windows XP Home; Windows XP Professional; Windows XP Professional x64; Windows XP Media Center; Windows 2000; Mac OS X v 10.4.11; Mac OS X v 10.5	
	Power consumption	15 watts maximum	
	ENERGY STAR® Qualified	Yes	
	Cable	Yes, 1 USB	
	Software included	HP Photosmart software for Windows and Macintosh (includes integrated OCR, dust and scratch removal, HP Image Editor, faded color restoration, HP Red-eye Removal, HP Adaptive Lighting)	
	Warranty	1-year Limited Warranty by Authorized Distributor	
LCD Projector			Quantity
2.6	Projection System	3LCD panel, 1 lens projection system	1
	Panel	0.63 inch XGA panel, 2,359,256 (1024x768x3) pixels	
	Projection lens	1.2 times zoon lens, f=18.63 to 22.36 mm F 1.65 to 1.80	
	Lamp	200W Ultra High Pressure Lamp	
	Color Light Output	2400 lumens	
	Screen Coverage	40 to 300 inches (viewable area measured diagonally)	
	Color system	NTSC 3.58, PAL, SECAM, NTSC 4.43, PAL-M, PAL-N, PAL60	
	USB	USB Type A connector x1	
	Network	RJ-45 IEEE 802.11	
	Warranty	1-year Limited Warranty by Authorized Distributor	
Laserjet Color Printer (A3) minimum technical specification			Quantity
2.7	Platform	Colour Laser	1
	Printing Method	Laser	
	Max. Media Sizes	A3	
	Max. Resolution	600	
	Effective Print Resolution	600 x 600 dpi	
	Print Speed Black	27 ppm	
	Print Speed Color	27 ppm	
	Monthly Usage Volume	120,000 pages	
	PC Connectivity	Parallel, USB	

OS Compatibility	Microsoft Windows 98, Microsoft Windows XP, Microsoft Windows 2000, Apple MacOS 9.0 or later, Microsoft Windows NT 4.0, Microsoft Windows Server 2003, Microsoft Windows Millennium Edition
Processor	533 MHz RISC
Memory Standard	160 MB (128 MB DDR SDRAM, 32 MB of memory on board)
Max. Memory Capacity	544 MB (512 MB DDR SDRAM, 32 MB of memory on board)
Language Supports	HP PCL 6, HP PCL 5c (HP PCL 5c driver available from the Web only), HP Postscript Level 3 emulation, native PDF printing (v1.3), XHTML-Print for mobile phone and PDA printing via the optional HP bt1300 adapter
Network Supports	Available
Input Tray #1	100-sheet multipurpose tray
Input Tray #2	500-sheet tray
Media Type	Paper (plain, light, intermediate, heavy, extra heavy, glossy, heavy glossy, high gloss images, tough, recycle), envelopes, transparencies, labels, cardstock
Compatible Media Sizes	Standard: Letter, legal, executive, 11 x 17 in, ledger, envelopes (No. 10, Monarch), statement; Custom: Tray 1: 3 x 5 to 12.05 x 18.5 in; automatic two-sided printing, Tray 2, 3, 4, 5: 5.8 x 8.3 to 11.7 x 17 in
Duplex Printing	Available
ENERGY STAR® Qualified	Yes
AC Adapter	110 to 127 V (-10/+6 percent), 50/60 Hz (±2 Hz); 220 to 240 V (-10/+6 percent), 50/60 Hz (±2 Hz)
Warranty	1-year Limited Warranty by Authorized Distributor

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) Offered monitors should be the same “Brand name” production as computers.
- 3) All prices must be expressed in USD. The prices shall remain in effect for a period of two years from the Entry into Force of the Long Term Agreement (s).
- 4) The devices such as servers, switches, routers and firewall should run Windows and reference manual /CDs for both OS must be provided for the installation and configuration of the specified peripherals.
- 5) **Warranty: Not less than 3 years for computers and notebooks and 1 year for peripherals and other equipment.**
- 6) 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.
- 7) Your bid should indicate names and addresses of firms providing service facility in Jakarta, Indonesia.
- 8) All active (powered) equipment must operate on 220v +/- 20v, 50Hz +/- 2Hz.

9) UNDP reserves the right at its discretion to accept or decline any alternate offer.

10) Note that there are mandatory delivery times of 10 days for items FCA and 4 weeks for items DDU.

11) Energy Efficiency and Power Management Criteria: All offered equipment must be in compliance with ENERGY STAR requirements. **For information on ENERGY STAR please visit to www.energystar.gov;**

BID SUBMISSION FORM

To: UNDP Lao PDR

Dear Sir / Madam,

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

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

We agree to abide by this Bid for a period of 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 this day of [year].

.....
Signature
capacity of]

[in the

Duly authorized to sign the Bid for and on behalf of

Annex IX.

PRICE SCHEDULE AND DELIVERY DATA

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow 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. All prices must be expressed in USD. The prices shall remain in effect for a period of two years from Entry into Force of the Long-term Agreement(s).

No	Description	Unit Price * USD	Qty	Total Landed price per item	DDU/ FCA	Delivery time
LOT-1						
1.1						
1.2						
1.3						
1.4						
1.5						
1.6						
	Total amount for Lot 1			US \$		
LOT-2						
2.1						
2.2						
2.3						
2.4						
2.5						
2.6						
2.7						
	Total amount for Lot 2			US \$		

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

Note that there are mandatory delivery times of 10 days for items FCA and 4 weeks for items DDU.

Signature of Bidder

Stamp of Company

Vendor profile form

Your company is required to complete all parts of this form and submit it together with brochures, certificates, etc to UNDP CO Lao PDR along with your Bid.

Parent company (legal name)				
Street name and no.				
City				
Postal code				
Country				
Phone no.:				
Fax. no.:				
E-mail:				
web-site:				
Sales Manager (name)				
E-mail:				
Direct phone no.				
Director (Name)				
E-mail:				
Direct phone no.				
Other contact (Title & Name)				
E-mail:				
Direct phone no.				
Year of Establish				
Number of full-time employees				
Licensing Authority				
Licence number (VAT no./TAX I.D.)				
Nature of business – tick in one box below:				
Importer:	Wholesaler:	Retailer:	Manufacturer:	Authorised agent:

Bank name	
Branch name	
Bank account no.	
Account name	
Bank swift or IBAN	

Street name and no.	
City and Postal code	
Country	

CERTIFICATION	
I, the undersigned, warrants that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible	
Name.....	Title / Function.....
Signature.....	Date:.....

