

# Invitation to Bid (ITB)

For

Procurement of sedans and minibuses with installed VHF Radio Equipment for UNAMID

**Country:** Sudan  
**Project Reference:** 00079025 Assessed Budgets for UNAMID Ordnance Disposal Office- ODO  
**ITB Number:** UNAMID ODO/PROC/ITB/003/11  
**Date of issuance:** 23 August 2011

1. UNOPS now invites bids from eligible and qualified Bidders for the supply of the goods as described above.
2. Bidding will be conducted through the One Envelope International Competitive Bidding procedure specified in the UNOPS Procurement Manual and is open to all eligible Bidders as defined in this ITB.
3. Interested eligible Bidders may obtain further information from Mr. Sidig Eltigani via email at: [sidigm@unops.org](mailto:sidigm@unops.org)
4. Qualifications requirements are specified in the ITB.
5. Bids must be delivered as specified in the Instructions to Bidders of this ITB (please read this part carefully). Late bids will be rejected. Bidders' representatives are invited to attend the bid opening
6. Please acknowledge receipt of this ITB by returning Form 1 (see Section II, Bidding Forms) as far in advance of the bid opening date as possible, to email address: [sidigm@unops.org](mailto:sidigm@unops.org) indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.
7. UNOPS strongly encourages all Bidders to subscribe to the Tender Alert Service available on the United Nations Global Market Place ([www.ungm.org](http://www.ungm.org)). This will allow Bidders to be notified automatically of all UNOPS business opportunities for the products and services for which they have registered. Instructions on how to subscribe to the Tender Alert Service can be found in the [UNGM Interactive Guide for Suppliers](#).

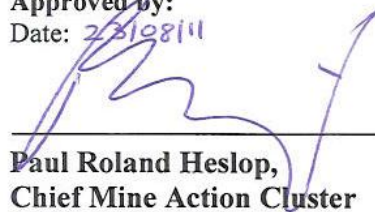
**Pre-cleared by:**  
Date: 23/08/11



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**Paul Roland Heslop,**  
Chief Mine Action Cluster  
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# ITB for Procurement of Goods

## Summary

- Section I. Instructions to Bidders**  
This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.
- Section II. Bidding Forms**  
This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.
- Section III. Schedule of Requirements**  
This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.
- Section IV. UNOPS General Conditions for Goods (GCG)**  
This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.
- Section V. Special Conditions for Goods (SCG)**  
This Section includes clauses specific to each contract that modify or supplement Section VI, UNOPS General Conditions for Goods.
- Section VI: Contract Forms**  
This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions for Goods, and the Special Conditions for Goods. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 The type of Goods and Related Services to be purchased is: sedans and minibuses for UNAMID.

#### 2. Source of Funds

- 2.1 UNOPS intends to apply a portion of the funds it has received from funding sources to eligible payments under the contract for the procurement of sedans and minibuses for UNAMID.

#### 3. Fraud and Corruption

- 3.1 It is UNOPS policy to require that Bidders, suppliers, and contractors and their subcontractors under UNOPS contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, UNOPS:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
  - (ii) extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
  - (iii) fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of UNOPS or other participants;
  - (iv) collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.
- (b) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- © will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;
- (d) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UNOPS contract;
- (e) will normally requires a UNOPS vendor to allow UNOPS, or any person that UNOPS may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

- 3.2 Any vendor participating in UNOPS' procurement activities, shall facilitate to UNOPS personnel upon first request, all documents, records and other elements needed by UNOPS to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from UNOPS vendor roster and may lead to suspension following review by UNOPS Vendor Review Committee.

- 3.3 Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UNOPS Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UNOPS Ethics Officer (during preliminary reviews in line with UNOPS whistle blower policy) as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNOPS to repudiate and terminate the contract, and to debar and remove the supplier from UNOPS's list of registered suppliers.

- 3.4 Information regarding Bid Protest can be found at:

<http://www.unops.org/english/whatwedo/services/procurement/Pages/Procurementpolicies.aspx>

**4. Eligible Bidders**

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or
  - ii) submit more than one bid in this bidding process, except for alternative offers permitted under Instructions to Bidders Clause 13. However, this does not limit the participation of subcontractors in more than one bid.
- 4.3 A Bidder that is under a declaration of ineligibility by UNOPS in accordance with Instructions to Bidders Clause 3, at the date of contract award, shall be disqualified. Bidders shall not be eligible to submit a bid when at the time of bid submission:
1. Suppliers are already suspended by UNOPS; or,
  2. Supplier's names are mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267 which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; or,
  3. Suppliers are suspended by the UN Procurement Division (UNPD); or,
  4. Suppliers have been declared ineligible by the World Bank (see <http://www.worldbank.org/debarr>).
- 4.4 Bids may be submitted by a Joint Venture (JV). In the case of a JV:
- a. The duly filled Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms must be included with the Bid; and
  - b. All parties to the JV shall be jointly and severally liable; and
  - c. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
    - for and on behalf of any and all the parties of the JV during the bidding process; and
    - in the event the JV is awarded the Contract, during contract execution.

**5. Eligible Goods and Related Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country.
- 5.2 For purposes of this Clause, the term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**B. Contents of Bidding Documents****6. Sections of Bidding Documents**

- 6.1 The Bidding Documents consist of:
- Section I. Instructions to Bidders
  - Section II. Bidding Forms
  - Section III. Schedule of Requirements
  - Section IV. General Conditions for Goods (GCG)
  - Section V. Special Conditions for Goods (SCG)
  - Section VI. Contract Forms
- 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 6.3 Bidders are cautioned to read the specifications carefully (see Schedule III – Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise UNOPS, if they disagree.

6.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

#### **7. Clarification of Bidding Documents**

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact UNOPS in writing at [sidigm@unops.org](mailto:sidigm@unops.org). UNOPS will respond in writing to any request for clarification, provided that such request is received no later than **10 days** prior to the deadline for submission of bids. UNOPS shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source.

#### **8. Amendment of Bidding Documents**

8.1 At any time prior to the deadline for submission of bids, UNOPS may amend the Bidding Documents by issuing amendment.

8.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from UNOPS.

8.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, UNOPS may, at its discretion, extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### **9. Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

#### **10. Language of Bid**

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and UNOPS, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### **11. Documents Comprising the Bid**

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 12, 14, and 15;
- (b) documentary evidence in accordance with Instructions to Bidders Clause 16 establishing the Bidder's eligibility to bid;
- (c) documentary evidence in accordance with Instructions to Bidders Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (d) documentary evidence in accordance with Instructions to Bidders Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (e) documentary evidence in accordance with Instructions to Bidders Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted.

#### **12. Bid Submission Form and Price Schedules**

12.1 The Bidder shall submit the Bid Submission Form and the Price Schedules using the forms furnished in Section II, Bidding Forms.

#### **13. Alternative Bids**

13.1 Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply:

- (a) All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated.

(b) All Bids will be rejected if no indication is provided as to which Bids are alternative Bids.

#### **14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below. Unit prices and total prices shall be quoted as specified in Price Schedule included in Section II, Bidding Forms. Bidders are allowed the option to submit the Bid for any one or more lots specified in the Schedule of Requirements, see Section III, and to offer discounts for combined lots. However, Bidders shall quote for the complete requirement of Goods and Related Services specified under each lot on a single responsibility basis. Incomplete offers for the quoted lots, will be rejected.
- 14.2 The terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
- 14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.
- 14.4 The Bidder shall also submit the list of the components and spare parts, along with their numbers and unit price, that may be required in the initial period of operation of 365 days.

#### **15. Currencies of Bid**

The Bidder shall quote in any freely convertible currency.

#### **16. Documents Establishing the Eligibility of the Bidder**

- 16.1 To establish their eligibility in accordance with Instructions to Bidders Clause 4, Bidders shall:
- complete the Bid Submission Form, included in Section II, Bidding Forms.
  - complete Form 4: Joint Venture Partner Information Form of Section II, Bidding Forms, and provide all documents as required in the Form, in the event that the Bid is submitted by a Joint Venture.

#### **17. Documents Establishing the Eligibility of the Goods and Related Services**

- 17.1 To establish the eligibility of the Goods and Related Services in accordance with Instructions to Bidders Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section II, Bidding Forms.

#### **18. Documents Establishing the Conformity of the Goods and Related Services**

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section III, Schedule of Requirements.
- 18.2 The Bidder shall also furnish 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 during *1 year* following commencement of the use of the Goods by UNOPS.
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by UNOPS in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to UNOPS's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

#### **19. Documents Establishing the Qualifications of the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to UNOPS's satisfaction:

- (a) that in case of a Bidder not doing business within the Country of destination, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions for Goods and/or Technical Specifications; and
- (b) that the Bidder meets each of the qualification criterion specified in Instructions to Bidders, Sub-section 38.4.

## **20. Period of Validity of Bids**

- 20.1 Bids shall remain valid for a period of **90 days** after the bid submission deadline date prescribed by UNOPS. A bid valid for a shorter period shall be rejected by UNOPS as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, UNOPS may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Instructions to Bidders Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

## **21. Bid Security**

- 21.1 A Bid Security as part of the Bidder's bid **shall not** be required.
- 21.2 If a Bid Security is not required, and
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in Instructions to Bidders 20.2, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with Instructions to Bidders 43; or furnish a performance security in accordance with Instructions to Bidders 44,

UNOPS may declare the Bidder disqualified to be awarded a contract UNOPS for a period of time of one year.

## **22. Format and Signing of Bid**

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in Instructions to Bidders Clause 11 and clearly mark it "ORIGINAL." No copy of the bid is required.
- 22.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

## **D. Submission and Opening of Bids**

### **23. Submission, Sealing and Marking of Bids**

- 23.1 Bidders may always submit their bids by mail or by hand. Bidders shall have the option of submitting their bids electronically.
  - (a) Bidders submitting bids by mail or by hand, shall enclose the original of the Bid in a sealed envelope, which shall:
    - bear the name and address of the Bidder as well as the ITB reference number;
    - be addressed to UNOPS in accordance with Instructions to Bidders Sub-Clause 24.1;
    - bear a warning "Not to be opened by registry";
    - if the envelope is not sealed and marked as required, UNOPS will assume no responsibility for the misplacement or premature opening of the bid.
  - (b) Apart from the Bid Security which shall be submitted in original (unless not required in accordance with Instructions to Bidders Clause 21.1), Bidders' bid may be submitted electronically. A bid sent by email may only be sent to the secure bid email address [bids@sudan-map.org](mailto:bids@sudan-map.org) and must indicate the ITB reference number in the subject. Bids sent or copied to any other email address will be declared invalid. Bids sent via the correct route after having been sent incorrectly will be declared invalid. Size of individual e-mails, including e-mail text and attachments, must not exceed 8 MB.



An auto reply message acknowledging receipt of email will be sent to Bidders submitting their bid by email.

In order to avoid last minute line congestion, please note the following:

- Send your Bid as early as possible before the deadline;
- Send only the duly completed Bidding Documents to the secure email address. Do not send other large documents by email such as commercial brochures as these documents should accompany the original hard copy of your Bid, which must be received within five (5) business days from the Bid Receipt deadline;
- If the size of the email is likely to exceed 8 MB, please send the required Bidding Documents via multiple emails and indicate the email number (email 1, email 2, etc.) in the subject field of each email;
- Bidders must complete and submit with their offer the Excel table containing the individual item details. The table in its electronic format must be sent by email to [bids@sudan-map.org](mailto:bids@sudan-map.org) by the required deadline to facilitate bid evaluation. Sending to any other email address will violate confidentiality and invalidate the offer.

## **24. Deadline for Submission of Bids**

24.1 Bids must be received by UNOPS at:

**UNAMID Ordnance Disposal Office (ODO)**

**Riyadh, Mekka Street, Block 13, House 42**

**Khartoum, Sudan; and no later than 12 September 2011, 11:00am local time** (ref.: [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock)).

24.2 UNOPS may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Instructions to Bidders Clause 8, in which case all rights and obligations of UNOPS and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **25. Late Bids**

25.1 UNOPS shall not consider any bid that arrives after the deadline for submission of bids, in accordance with Instructions to Bidders Clause 24. Any bid received by UNOPS after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder (or Bidders will be notified if the bid has been submitted electronically).

## **26. Withdrawal, Substitution, and Modification of Bids**

26.1 Prior to the deadline prescribed for submission of bids, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice.

26.2 Bids requested to be withdrawn in accordance with Instructions to Bidders Sub-Clause 26.1 shall be shredded if there is no requirement for Bid Security or shall be returned unopened to the Bidders if a Bid Security is required.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## **27. Bid Opening**

27.1 UNOPS shall conduct the bid opening at the following address, date and time.

Street Address: Mekka Street, Block 13, House 42

Floor/ Room number: 3<sup>rd</sup> Floor, conference room

City: Khartoum

Country: Sudan

Date: 12 September 2011

Time: 13:00 local time Sudan (ref.: [www.timeanddate.com/worldclock](http://www.timeanddate.com/worldclock)).

Bids received electronically by the required deadline will be printed and a copy of the Bids will be put in a sealed envelope that will be opened at the time and date specified in Instructions to Bidders, Sub Clause 24.1. If multiple Bids are sent by a same Bidder, only the last received Bid will be opened.

- 27.2 Envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Prices; and any other details as UNOPS may consider appropriate. No Bid shall be rejected at Bid opening except for late bids, in accordance with Instructions to Bidders Sub-Clause 25.1.
- 27.3 UNOPS shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and the Bid.

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

### **28. Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence UNOPS in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding Instructions to Bidders Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UNOPS on any matter related to the bidding process, it should do so in writing.

### **29. Clarification of Bids**

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, UNOPS may, at its discretion, ask any Bidder for a clarification of its Bid. UNOPS's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

### **30. Responsiveness of Bids**

- 30.1 UNOPS's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - limits in any substantial way, inconsistent with the Bidding Documents, UNOPS's rights or the Bidder's obligations under the Contract; or
  - if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

UNOPS considers material deviation to include but not to be limited to the following situations:

- (d) During preliminary examination of bids (verification of formal criteria):
- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period.
  - Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
  - The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc..
  - Non historical documents required in the ITB, i.e. document specifically related to the tender and one that the Bidder could not be expected to possess before the ITB was issued, have not been provided.
- (e) During technical evaluation of bids and qualification of Bidders:
- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.

- Bidders do not meet the minimum post-qualification requirements.
- (f) During financial evaluation of bids:
- The Bidder does not accept the required price correction as per ITB conditions.
  - The Bidder offers less quantity than what is required.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

### **31. Nonconformities, Errors, and Omissions**

31.1 Provided that a Bid is substantially responsive, UNOPS:

- (a) may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (b) may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- (c) shall correct arithmetical errors on the following basis:
  - If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

### **32. Preliminary Examination of Bids**

32.1 UNOPS shall examine the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Clause 11 have been provided, and to determine the completeness of each document submitted.

### **33. Examination of Terms and Conditions and Technical Evaluation**

33.1 UNOPS shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCG, Section IV, and in the Schedule of Requirements, Section III.

33.2 If, after the examination of the terms and conditions and the technical evaluation, UNOPS determines that the Bid is not substantially responsive in accordance with Instructions to Bidders Clause 30, it shall reject the Bid.

### **34. Conversion to Single Currency**

34.1 For evaluation and comparison purposes, UNOPS shall convert all bid prices expressed in amounts in various currencies into an amount in USD, using the United Nations exchange rates established for the month in which the bids are opened.

### **35. Domestic Preference**

35.1 Domestic preference shall not be a factor in bid evaluation.

### **36. Evaluation of Bids**

36.1 UNOPS shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, UNOPS shall consider the following:

- (a) evaluation will be done for Lots;
- (b) price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 31.3;
- (c) price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 14.4;
- (d) the availability in the Beneficiary's Country of spare parts and after-sales services for the equipment offered in the bid;

36.3 UNOPS's evaluation of a bid will exclude and not take into account:

- (a) Customs duties and other import taxes, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.4 Bidders are allowed to quote separate prices for one or more lots. UNOPS may award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is as follows:

UNOPS shall:

- (a) evaluate only complete lots;
- (b) take into account the lowest priced substantially compliant offer for each lot; and
- (c) where a supplier does not meet all post-qualification criteria as specified in Instructions to bidders, Clause 38, Sub-clause 38.4 for all the lots for which it is lowest priced, substantially compliant, UNOPS will award each of the affected lots in a manner which achieves the best overall value-for-money combination for UNOPS. Therefore, in situations whereby a Bidder has offered the lowest evaluated bid price (i.e. the L1 Bidder) for more than one lot in the same Bid and at the post-qualification stage of the evaluation, it is determined that the Bidder does not meet some post-qualification requirements for all the lots bid by it UNOPS shall proceed as follows:
- (d) A price comparison lot wise shall be made with the other Bidders with the second lowest bid price (i.e. L2 Bidder).
- (e) The price difference between the L1 offer and the offer of the L2 Bidder for each lot shall then be calculated.
- (f) In order to achieve the highest savings and select the most cost effective combination of multiple offers for the final recommendation of award, the lots where the price differences between the L1 offer and the offer of the L2 Bidder are higher shall be awarded to the L1 Bidder until the combinations of all lots awarded to the L1 Bidder reaches the value that could be awarded to the L1 Bidder taking into account the post-qualification requirements as stated in the ITB (e.g. production capacity, turnover, maximum contract value, etc.).

### **37. Comparison of Bids**

37.1 UNOPS shall compare all substantially responsive bids to determine the lowest priced compliant offer, in accordance with Instructions to Bidders Clause 36.

37.2 Bid comparison will be made on the total cost, delivered to final destination. UNOPS reserves the right to compare freight prices of Bidders with rates of reputable freight forwarders and to consider such rates for the purpose of bid evaluation. In the event of freight prices of Bidders being found less competitive than rates offered by freight forwarders, UNOPS may issue a Contract on FCA basis to the Vendor instead of CPT/CFR, and issue a separate contract for freight to a freight forwarder, if deemed in the best financial interest of UNOPS.

### **38. Post-qualification of the Bidder**

38.1 UNOPS shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Instructions to Bidders Clause 19.

- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event UNOPS shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38.4 After determining the lowest priced substantially compliant offer in accordance with Instructions to Bidders Sub-Clause 37.1, UNOPS shall carry out the post-qualification of the Bidder in accordance with Instructions to Bidders Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications. When the Bidder is not the manufacturer of the Goods, the Bidder shall be duly authorized by the manufacturer of the Goods who meets the criteria below and all supporting documents/information as asked below for the Bidder shall also be submitted for the manufacturer with the Bid:
- (a) Experience and Technical Capacity
- Bidder should be in continuous business of manufacturing / supplying the specific product as specified in the 'Schedule of requirement' during the last 1 (one) year and similar products during the last 3 year prior to bid opening.
  - Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 3 years and details of current contracts in hand and other commitments (suggested form given in Section II, Bidding Forms, Form 10: Performance Statement Form.
  - Documentary evidence of the Bidder's eligibility to bid establishing to UNOPS's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under Instructions to Bidders Clause 4.
  - Detailed description of the Goods essential technical and performance characteristics.
  - The offered product must be registered with Sudanese Standards & Metrology Organization (SSMO) of Sudan before signing the Contract. By the time of Contract signing the successful Bidder shall have submitted a certified copy of the registration certificate.
- (b) Additional Requirements:
- Written confirmation from the Bidder that the Bidder is neither suspended by the UN system nor debarred by the World Bank group.
  - Documentary evidence to demonstrate that the Goods offered by the Bidder meet the following usage requirement:  
Brand offered must have a high performance within the region. Bidders must specify in their Bid the place and quantity of previous exports to the region.
  - For non-manufacturer Bidders only (this excludes agents quoting in the name of a manufacturer): Legally enforceable authorization from the manufacturer in the prescribed Form (see Section II, Form 9) assuring full guarantee and warranty obligations as per the General Conditions for Goods.
  - The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 5 (Five) years (see Schedule IV, Bidding Forms, Form 11). Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.
- 38.5 Notwithstanding anything stated above, UNOPS reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.
- 38.6 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures etc.

**39. UNOPS's Right to Accept Any Bid, and to Reject Any or All Bids**

- 39.1 UNOPS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**F. Award of Contract****40. Award Criteria**

- 40.1 In the event of a Contract award, UNOPS shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40.2 Before the award of Contract, UNOPS may inspect the manufacturing facilities of the lowest evaluated responsive Bidder to assess his capability to successfully perform the Contract as per the terms and conditions specified in the ITB.

**41. UNOPS's Right to Vary Quantities at Time of Award**

- 41.1 At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section III, Schedule of Requirements, provided this does not exceed 20 (twenty) % , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**42. Publication of Contract Award**

- 42.1 UNOPS shall publish in UNOPS website (<http://www.unops.org/english/whatweneed/Pages/Contractawards.aspx>) the following information: the ITB Reference Number, the Description of the Goods / Services procured, the Beneficiary Country, The Supplier Name and Country, the Contract Value and the Issue Date of the Contract. After publication of the award, unsuccessful Bidders may request in writing to UNOPS for a debriefing seeking explanations on the grounds on which their bids were not selected. UNOPS shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to Instructions to Bidders Clause 44, UNOPS will promptly notify and will discharge the Bid Security of each unsuccessful Bidder, pursuant to Instructions to Bidders Clause 21.4.

**43. Signing of Contract**

- 43.1 Prior to the expiration of the period of bid validity, UNOPS shall send the successful Bidder the Contract and the Special Conditions for Goods.
- 43.2 Within 7 (seven) days of receipt of the Contract, the successful Bidder shall sign, date, and return it to UNOPS.

**44. Performance Security**

- 44.1 Within 14 (fourteen) days of receipt of the Contract from UNOPS, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCG, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to UNOPS. UNOPS shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event UNOPS may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

## **Section II. Bidding Forms**

### **Table of Forms**

1. Bid / No Bid Confirmation Form
2. Check-List Form
3. Bidder Information Form
4. Joint Venture Partner Information Form
5. Bid Submission Form
6. Price Schedule Form
7. Technical Specification Form
8. Bid Security (Bank Guarantee) Form
9. Manufacturer's Authorization Form
10. Performance Statement Form
11. No Adverse Action Confirmation Form

## 1. Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: UNOPS  
Ordnance Disposal Office- Sudan

Fax/email: Mr. Sidig Eltigani  
email: [sidigm@unops.org](mailto:sidigm@unops.org)

From: \_\_\_\_\_  
\_\_\_\_\_

Subject: ITB, UNOPS case no.: **ODO/PROC/ITB/003/11** – Project no. **00079025**

YES, we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:

- The requested products are not within our range of supply
- We are unable to submit a competitive offer for the requested products at the moment
- The requested products are not available at the moment
- We cannot meet the requested specifications
- We cannot offer the requested type of packing
- We can only offer FCA prices
- The information provided for quotation purposes is insufficient
- Your ITB is too complicated
- Insufficient time is allowed to prepare a quotation
- We cannot meet the delivery requirements
- We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- We do not export
- Our production capacity is currently full
- We are closed during the holiday season
- We had to give priority to other clients' requests
- We do not sell directly but through distributors
- We have no after-sales service available
- The person handling the bids is away from the office
- Others (please specify)
- We would like to receive future ITBs for this type of goods
- We don't want to receive ITBs for this type of goods

**If UNOPS has questions to the bidder concerning this NO BID, UNOPS should contact**

**Mr./Ms. \_\_\_\_\_, phone/email \_\_\_\_\_, who will be able to assist.**



## 2. Check-List Form

*[Please fill in and include with your Bid]*

| Activity   | Yes/No/NA | Page No in your Bid | Remark |
|--|-----------|---------------------|--------|
| Have you duly completed as all the Bidding Forms provided in Section II?; i.e.:                            |           |                     |        |
| - Bid / No bid Confirmation  |           |                     |        |
| - Bidder Information   |           |                     |        |
| - Joint Venture Partner Information and associated documents as per Instructions to Bidders Sub Clause 4.4 |           |                     |        |
| - Bid Submission Form  |           |                     |        |
| - Price Schedule   |           |                     |        |
| - Technical Specification Compliance Confirmation (Comparative Data Table)                                 |           |                     |        |
| - Performance Statement  |           |                     |        |
| - No Adverse Action Confirmation Form  |           |                     |        |
|  |           |                     |        |
| Have you provided the information as per Instructions to Bidders Clauses:                                  |           |                     |        |
| - 18: Documents establishing the conformity of the Goods and Related Services                              |           |                     |        |
| - 38: Post-qualification of the Bidder   |           |                     |        |
| - Financial capability related documents   |           |                     |        |
| - Experience and technical capacity related documents  |           |                     |        |
| - Additional requirements  |           |                     |        |

### 3. Bidder Information Form

**1. Expertise of Organization:**

Please fill in

|  |  |
|--|--|
| Organization structure (e.g. service provider, wholesaler, trader, manufacturer) |  |
| Years of company experience  |  |
| Areas of expertise of organization   |  |
| Current Licenses if any, and Permits (with dates, numbers and expiration dates)  |  |
| Health Authority Registration Information  |  |
| Production Capacity  |  |

**2. Quality Assurance Certification:**

|   |  |
|---|--|
| International Quality Management System (QMS)                       |  |
| List of other ISO certificates or equivalent certificates           |  |
| Presence and characteristics of in-house quality control laboratory |  |

**3. Expertise of Staff:**

|  |  |
|--|--|
| Total number of staff                                |  |
| Number of staff involved in similar supply contracts |  |

**4. Client Reference List:**

Please provide references such as client details, commercial bank details, etc.

| Name of company: | Contact person: | Telephone: | E-mail: |
|------------------|-----------------|------------|---------|
| 1.               |                 |            |         |
| 2.               |                 |            |         |
| 3.               |                 |            |         |

**5. Contact details of persons that UNOPS may contact for requests for clarification during bid evaluation:**

|                         |  |
|-------------------------|--|
| Name/Surname            |  |
| Tel Number (direct)     |  |
| Email address (direct): |  |

PS: This person must be available during the next two weeks following receipt of bid

## 4. Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|   |
|---|
| 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>   |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i>   |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>   |
| 4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>   |
| 5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>   |
| (a) JV's Party Authorized Representative Information<br>Name: <i>[insert name of JV's Party authorized representative]</i><br>Address: <i>[insert address of JV's Party authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i><br>Email Address: <i>[insert email address of JV's Party authorized representative]</i>  |
| (b) Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i><br><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Instructions to Bidders Sub-Clauses 4.1 and 4.2.<br><input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties |

## 5. Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: **UNAMID ODO/PROC/ITB/003/11**

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (c) We have examined and have no reservations to the Bidding Documents, including Amendment No.: \_\_\_\_\_ *[insert the number and issuing date of each Amendment];*
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (e) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (f) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (g) Our bid shall be valid for the period of time specified in Instructions to Bidders Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with Instructions to Bidders Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with Instructions to Bidders Clause 44 and GCC Clause 12 for the due performance of the Contract;
- (i) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries \_\_\_\_\_ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (j) We have no conflict of interest in accordance with Instructions to Bidders Sub-Clause 4.2;
- (k) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UNOPS, in accordance with Instructions to Bidders Sub-Clause 4.3;
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## 6. Price Schedule Form

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by UNOPS in the Schedule of Requirements.]

| <b>BIDDER'S TOTAL PRICES (Price &amp; Currency to be entered by Bidder):</b> |  |
|--|--|
| TOTAL FIRM FCA PRICE   |  |
| TOTAL FIRM DAP PRICE, Khartoum, Sudan  |  |
| TOTAL PRICE FOR SERVICES (if applicable)                                     |  |
| FREIGHT COST PER 20/40 FT CONTAINER (if applicable)                          |  |

| <b>BIDDER'S PRICES FOR GOODS (Price &amp; Currency to be entered by Bidder):</b> |                      |             |                          |                          |                               |                               |
|--|----------------------|-------------|--------------------------|--------------------------|-------------------------------|-------------------------------|
| ITEM/<br>LOT   | DESCRIPTION          | QTY<br>(a). | CURRENCY:                |                          |                               |                               |
|  |                      |             | UNIT PRICE<br>FCA<br>(b) | UNIT PRICE<br>DAP<br>(c) | TOTAL PRICE<br>FCA<br>(a)x(b) | TOTAL PRICE<br>DAP<br>(a)x(c) |
| 1  | Minibus 2WD          | 4           |                          |                          |                               |                               |
| 2  | VHF radio set        | 4           |                          |                          |                               |                               |
| 3  | Sedan motor vehicles | 2           |                          |                          |                               |                               |

| <b>BIDDER'S DELIVERY DATA</b>                                |        |              |              |   |
|--|--------|--------------|--------------|---|
| Country of origin of offered products:                       | Item 1 |              |              |   |
|  | Item 2 |              |              |   |
|  | Item 3 |              |              |   |
| FCA point(s) of delivery for offered products:               | Item 1 |              |              |   |
|  | Item 2 |              |              |   |
|  | Item 3 |              |              |   |
| Delivery time (DAP from date of order):                      | Item 1 |              |              |   |
|  | Item 2 |              |              |   |
|  | Item 3 |              |              |   |
| Shipment dimensions of offered products (Including package): |        | Gross weight | Total volume | Containers (if applicable):<br>Number      Size |
|  | Item 1 |              |              |   |
|  | Item 2 |              |              |   |
|  | Item 3 |              |              |   |
|  | Total  |              |              |   |

| <b>BIDDER'S SIGNATURE AND CONFIRMATION OF THE ITB</b>   |   |
|---|---|
| PROVIDED THAT A PURCHASE ORDER IS ISSUED BY UNOPS <b>WITHIN THE REQUIRED BID VALIDITY PERIOD</b> , THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. |   |
| Exact name and address of company<br>COMPANY NAME _____<br>ADDRESS _____<br>_____<br>PHONE NO. _____ FAX NO. _____<br>EMAIL ADDRESS OF CONTACT PERSON _____<br>OTHER EMAIL ADDRESSES _____  | _____<br><b>AUTHORIZED SIGNATURE</b> <span style="float: right;"><b>DATE</b></span><br>_____<br>NAME OF AUTHORIZED SIGNATORY (TYPE OR PRINT)<br>_____<br>FUNCTIONAL TITLE OF SIGNATORY<br>_____<br>_____<br><b>WEB SITE</b> _____ |

## **7. Technical Specification Form**

**(Comparative Data Table)**

Bidders must complete the right column of the table and the compliance confirmation statement as included in Section III, Schedule of Requirements; Technical Specifications.

## **8. Bid Security (Bank Guarantee) Form**

**No Bid Security is required**



## **9. Manufacturer's Authorization Form**

*Not Required*

## 10. Performance Statement Form

(for the period of the last five years)

Bid no: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

Name of the Firm \_\_\_\_\_

| Order placed by (Full address of purchaser) | Order no & date | Description & quantity of ordered items | Value of Order | Date of completion of Delivery |        | Remarks indicating reasons of late delivery, if any | Was the supplies of goods satisfactory |
|---|-----------------|---|----------------|--------------------------------|--------|---|--|
|   |                 |   |                | As per Contract                | Actual |   |  |
|   |                 |   |                |                                |        |   |  |
|   |                 |   |                |                                |        |   |  |
|   |                 |   |                |                                |        |   |  |
|   |                 |   |                |                                |        |   |  |

Signature and seal of the Bidder

\_\_\_\_\_

Countersigned by and seal of Chartered Accountant -----

To be attached: Documentary evidence (Client's certificate) in support of satisfactory completion of above orders.

## 10.No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

- a. No adverse action has been taken against the Bidder *[insert Bidder's name]* and the manufacturers *[insert manufacturer's name]* whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.
- b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder *[insert Bidder's name]* and the manufacturers *[insert manufacturer's name]* whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

*(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)*

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation with stamp\_\_\_\_\_

Date\_\_\_\_\_

## **Section III. Schedule of Requirements**

### **Contents**

1. List of Goods and Delivery Schedule
2. Technical Specifications
3. Drawings
4. Inspections and Tests

## 1. List of Goods and Delivery Schedule

| Line Item/<br>Lot<br>N° | Description of Goods | Quantity | Unit  | Delivery Schedule from date of Contract           |
|-------------------------|----------------------|----------|-------|---|
| 1                       | Minibus 2WD          | 4        | Units | <i>Maximum 10 weeks from the date of Contract</i> |
| 2                       | VHF radio set        | 4        | Units | <i>Maximum 10 weeks from the date of Contract</i> |
| 3                       | Motor vehicle Sedan  | 2        | Units | <i>Maximum 10 weeks from the date of Contract</i> |

### Consignee address and Consignee-wise Quantity distribution

| Line Item/<br>Lot<br>N° | Consignee Address   | Quantity | Unit        |
|-------------------------|---|----------|-------------|
| 1                       | UNOPS/UNAMID Ordnance Disposal Office (ODO)<br>Riyadh, Mekka Street, Block 13,<br>House 42, Khartoum, Sudan | 4        | <i>Unit</i> |
| 2                       | UNOPS/UNAMID Ordnance Disposal Office (ODO)<br>Riyadh, Mekka Street, Block 13,<br>House 42, Khartoum, Sudan | 4        | <i>Unit</i> |
| 3                       | UNOPS/UNAMID Ordnance Disposal Office (ODO)<br>Riyadh, Mekka Street, Block 13,<br>House 42, Khartoum, Sudan | 2        | <i>Unit</i> |

## 2. Technical Specifications

### Comparative Data Table

Bidders must complete the right column of the below table and the compliance confirmation statement:

Item No/Lot 1: Minibus – 2WD

| Our minimum requirements  | Your offer (please fill in) |
|---|-----------------------------|
| Minibus, 4 - 5doors, Lift-up backdoor, 12-15 seats  |                             |
| Year model: 2011  | _____ YES _____ NO          |
| Vehicle color: White  | _____ YES _____ NO          |
| Engine: 2500 cc – 3000 cc; 4 cylinder   | _____ YES _____ NO          |
| Vehicle type: 2 WD  | _____ YES _____ NO          |
| Transmission: Manual, 5 speed   | _____ YES _____ NO          |
| Fuel type: Diesel   | _____ YES _____ NO          |
| Tyres: front/ rear rim; 15 C  | _____ YES _____ NO          |
| Wheelbase 2500-3200 mm  | _____ YES _____ NO          |
| Ground clearance: 180-200 mm  | _____ YES _____ NO          |
| Weight: 1700-2200 kg  |                             |
| Tank capacity: 70-90 litre  |                             |
| Air-conditioning: front/ back   | _____ YES _____ NO          |
| Essential tool box  | _____ YES _____ NO          |
| Snorkel   | _____ YES _____ NO          |
| AM/FM with radio with cassette stereo   | _____ YES _____ NO          |
| All vehicles to be equipped to North Sudan standard specifications and relevant to North Sudan government regulations | _____ YES _____ NO          |
| Fire extinguisher 1 kg  | _____ YES _____ NO          |
| 2 <sup>nd</sup> spare wheel + spare wheel carrier   | _____ YES _____ NO          |
| AM/FM with radio with cassette stereo   | _____ YES _____ NO          |
| First Aid kit   | _____ YES _____ NO          |
| Roof rack   | _____ YES _____ NO          |
| Steel Jerry can (20L)   | _____ YES _____ NO          |
| Jack 2.5 ton  | _____ YES _____ NO          |
| Towing Rope 3000 kg   | _____ YES _____ NO          |
| One year standard spare parts (package)   | _____ YES _____ NO          |
| Warranty: 24 months- 50000 km   | _____ YES _____ NO          |
| Sample vehicle warranty Certificate provided  | _____ YES _____ NO          |
| Manual; Parts Catalogue, Repair Manual & User Manual  | _____ YES _____ NO          |
| Delivery time to Khartoum DAP is 8-10 weeks from the date of order  | _____ YES _____ NO          |
| Manufacturer's name   |                             |
| Country of origin   |                             |

## Item No/Lot 2: VHF radio set

| <b>Our minimum requirements</b>   | <b>Your offer (please fill in)</b> |
|---|------------------------------------|
| VHF radio GM360 or equivalent   |                                    |
| - VHF (136-174 MHz)<br>- 1-25W<br>- Up to 255 channels<br>4-line 14-character display<br>- partial keypad<br>- internal loudspeaker<br>- antenna connector – BNC,<br>- select 5 (5 tone) signaling<br>- Programmable channel spacing (12.5/25KHz)<br>Voice operated transmit (VOX)<br>Channel scan<br>Battery power cable HKLN 4137<br>Enhanced compact microphone<br>Mounting accessories<br>VHF antenna MH4-ZP4 permanently attached 4m cable terminated with FME-connector for the 160MHz band | _____ YES _____ NO                 |
| Warranty:   |                                    |
| Manufacturer's name   |                                    |
| Country of origin   |                                    |

## Item No/Lot 3: Motor Vehicle Sedan

| <b>Our minimum requirements</b>   | <b>Your offer (please fill in)</b> |
|---|------------------------------------|
| Sedan, 4 doors, 5 seats   | _____ YES _____ NO                 |
| Year model: 2011  | _____ YES _____ NO                 |
| Vehicle color: White  | _____ YES _____ NO                 |
| Engine: 1.8 Lit Petrol ; 4 cylinders  | _____ YES _____ NO                 |
| Transmission: Manual, 5 speed   | _____ YES _____ NO                 |
| Tyres: front/ rear rim; 15 C  | _____ YES _____ NO                 |
| Tank capacity: 50-70 litre  | _____ YES _____ NO                 |
| Essential tool box  | _____ YES _____ NO                 |
| AM/FM with radio with cassette stereo   | _____ YES _____ NO                 |
| All vehicles to be equipped to North Sudan standard specifications and relevant to North Sudan government regulations | _____ YES _____ NO                 |
| Fire extinguisher 1 kg  | _____ YES _____ NO                 |
| 2 <sup>nd</sup> spare wheel   | _____ YES _____ NO                 |
| AM/FM with radio with cassette stereo   | _____ YES _____ NO                 |
| First Aid kit   | _____ YES _____ NO                 |
| Jack 1- 2 ton   | _____ YES _____ NO                 |
| One year standard spare parts (package)   | _____ YES _____ NO                 |
| Warranty: 24 months- 50000 km   | _____ YES _____ NO                 |
| Sample vehicle warranty Certificate provided  | _____ YES _____ NO                 |
| Manual; Parts Catalogue, Repair Manual &  |                                    |

|  |  |
|--|--|
| User Manual  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Delivery time to Khartoum DAP is 8-10 weeks from the date of order | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Manufacturer's name  |  |
| Country of origin  |  |

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES                      NO

ANY DEVIATIONS MUST BE LISTED BELOW:

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### **3. Drawings**

These Bidding Documents includes no drawings.

## **4. Inspections and Tests**

The following inspections and tests shall be performed:

If the Goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective Goods to the satisfaction of the Purchaser.

## **Section IV. General Conditions for Goods**

In the event of an order, the UNOPS General Conditions will apply. The conditions are available at: <http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx> under “Guidelines to suppliers > UNOPS general conditions of contract”. If your company is unable to access the document, please send an email request to: [sidigm@unops.org](mailto:sidigm@unops.org) and the UNOPS General Conditions will be sent to you electronically.

## Section V. Special Conditions of Contract

### 1. Contract Price (see GCG clause 3):

The prices charged for the Goods supplied and the related Services performed shall not be adjustable.

### 2. Packaging of the Goods (see GCG clause 4):

- Ensure that vehicles should be prepared according to industry standard export protection for sea voyage. All tools, spare parts, mirrors, and other easily removable items and manuals to be enclosed in secure pilfer-proof packaging.
- Ensure that consignment to be marked as indicated in the Contract.

### 3. Transportation and Freight (see GCG clause 5):

Responsibility for transportation of the Goods shall be as specified in the Incoterms 2010.

All non-containerized Goods must be shipped below deck

Partial shipment is not allowed.

### 4. Delivery of Goods (see GCG clause 7):

1. For DAP

Upon hand-over to the freight forwarder e-mail must be sent to:

- UNOPS/[Ordnance Deposal Office (ODO)
- Consignee **Mr. Sidig Eltigani Sidig**
- Notify Party **Mr. Sidig Eltigani Sidig** on E-MAIL [sidigm@unops.org](mailto:sidigm@unops.org) advising that the Goods have been delivered to the freight forwarder.

Details of Shipping and other Documents to be furnished by the Supplier:

- Supplier's Invoice in the name of UNOPS/ODO: 1 original & 2 certified copies
- Packing List: 2 copies
- Inspection Certificate issued by nominated inspection agency: 1 original & 1 copy
- Manufacturer's Warranty's Certificate: 1 original & 1 copy

### 5. Inspection of the Goods (see GCG clause 8):

The Inspections shall be conducted at: UNOPS/ODO Office, Khartoum, Sudan

### 6. Acceptance of Goods (see GCG clause 9):

For payment purposes the following documents must be sent to:

UNOPS/ODO ATTENTION TO: **Mr. Sidig Eltigani Sidig**,

E-MAIL: [sidigm@unops.org](mailto:sidigm@unops.org)

- Invoice in the name of UNOPS: 1 original & 2 copies
- Packing List: 1 original & 2 copies
- (Through) Bill of Lading in the name of Consignee: 2 originals
- Delivery Receipt signed by Consignee: 1 original
- Manufacturer's Warranty's Certificate: 1 original & 1 copy
- Certificate of Origin: 1 original
- Proof of documents delivery to consignee (courier AWB No. or delivery receipt from courier): 1 copy
- Bank information: Bank name & address, account number, account title, ABA/Swift Code, IBAN No. (for European banks only)

**IMPORTANT:** Any change to the bank details should be notified to UNOPS immediately. Failure to do so might lead to delay in payment, for which UNOPS will not be held responsible.

Payment will be effected within thirty (30) days of receipt of the above documents and goods by this office,  
Above documents must be sent to:

**UNOPS/ ODO**

Riyadh, Mekka Street, Block 13, House 42, Khartoum, Sudan

E-MAIL: [sidigm@unops.org](mailto:sidigm@unops.org)

**7. Performance Security (see GCG clause 12):**

A Performance Security “shall not” be required.

**8. Warranties (see GCG clause 13):**

The period of validity of the Warranty shall be: 24 months

For purposes of the Warranty, the place of final destination shall be: Khartoum, Sudan.

The period for repair or replacement shall be: *24 months*

**9. Liquidated Damages (see GCG clause 16):**

The liquidated damage shall be: 0.5 % per day. The maximum amount of liquidated damages shall be: 10 %

## **Section VI. Contract Forms**

### **Table of Forms**

1. Contract Form
2. Performance Security
3. Bank Guarantee for Advance Payment

# 1. Contract Form

In the event of a Contract, the successful Bidder shall receive this form duly filled.

|   |   |                      |            |                   |                    |
|---|---|----------------------|------------|-------------------|--------------------|
| <b>Purchase Order No.:</b>  |   | <b>Project No. :</b> |            |                   |                    |
| <b>P.O. DATE :</b>  | IMPORTANT: All shipments, invoices and correspondence must show PURCHASE ORDER and PROJECT NUMBERS. |                      |            |                   |                    |
| <b>SHIP BY:</b>   |   |                      |            |                   |                    |
| <b>CONSIGNEE:</b>   |   | <b>VENDOR N°:</b>    |            |                   |                    |
| <b>Attn.:</b>   |   | <b>Attn.:</b>        |            |                   |                    |
| <b>Tel.:</b>  |   | <b>Tel.:</b>         |            |                   |                    |
| <b>Fax:</b>   |   | <b>Fax:</b>          |            |                   |                    |
| <b>DELIVERY TERMS (INCOTERMS 2010):</b>   |   |                      |            |                   |                    |
| <b>PAYMENT TERMS:</b>   |   |                      |            |                   |                    |
| <b>ITEM</b>   | <b>DESCRIPTION</b>  | <b>QTY</b>           | <b>U/M</b> | <b>UNIT PRICE</b> | <b>TOTAL PRICE</b> |
| 1   |   |                      |            |                   |                    |
| 2   |   |                      |            |                   |                    |
| <b>Special Terms and Conditions</b>   |   |                      |            |                   |                    |
| A. This purchase order is subject to our Invitation to Bid, Ref. No.: XXXXXX dated XXXXX and according to your offer dated ...; B. Notify Party; C. Final Destination; D. Other information, if any;; E. Attachments: General Conditions for Goods, Packing and Shipping Instructions, others if any.   |   |                      |            |                   |                    |
| <b>CURRENCY :</b>   |   | <b>GRAND TOTAL:</b>  |            |                   |                    |
| <b>Date:</b>  |   |                      |            |                   |                    |
| <b>Queries should be addressed to:</b>  |   |                      |            |                   |                    |
| Buyer: Name, Title, Tel.  |   |                      |            |                   |                    |
| <b>ON BEHALF OF UNOPS:</b>  |   |                      |            |                   |                    |
| Name of Procurement Authority, Title, Business Unit   |   |                      |            |                   |                    |
| <b>ACKNOWLEDGEMENT COPY:</b>  |   |                      |            |                   |                    |
| <b>Vendor's Signature:</b>  |   | <b>Date:</b>         |            |                   |                    |
| UNOPS, Office, Address, Country, Tel, Fax   |   |                      |            |                   |                    |
| <p>This Purchase Order may only be accepted by the Vendor's signing and returning the Acknowledgement Copy. 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 Conditions of this Purchase Order, including the General Conditions for Goods of the United Nations Office for Project Services (UNOPS) and any UNOPS attachments (hereinafter collectively referred to as "This Contract"). No additional or inconsistent provisions proposed by the Vendor shall bind UNOPS unless agreed to in writing by a duly authorised official of UNOPS. UNOPS General Conditions for Goods are available at UNOPS website at <a href="http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx">http://www.unops.org/english/whatweneed/Pages/Guidelinesforsuppliers.aspx</a> under General conditions of contract. If your company is unable to access the document, Please send an e-mail or fax request to: insert e-mail address and fax number of contact person and the UNOPS General Conditions for Goods will be sent to you electronically or by fax.</p> |   |                      |            |                   |                    |

## **2. Performance Security**

No Performance Security shall be required



### **3. Bank Guarantee for Advance Payment**

No advance payment shall be made