



UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

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Ref: 15002022/ERA

Date: 31 October 2007

INVITATION TO BID

Project Title: FB/IRQ/07/002

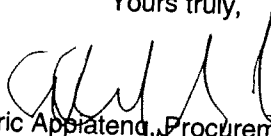
Technical assessment for the development
of Agro-industries sector in Iraq

UNIDO officer dealing with this request:

Mr. Eric Appiateng

- 1a. **The UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO) hereby invites you to submit a written bid for the items listed below and as per attached – Technical Specifications.**
- 1b. Your bid should reach us by 30 November 2007. Bids received after the closing date will be rejected by UNIDO.
2. The bid **MUST BE** submitted **IN A SEALED ENVELOPE**, in one (1) original and two (2) copies, clearly marked "Original Bid" and "Copy of Bid". In the event of any discrepancy between them the original shall govern.
3. When preparing your bid you should follow the enclosed instructions and note the general terms overleaf. Please clearly mark the outside of each envelope in which your bid is mailed, stating: "**DO NOT OPEN BEFORE 30 November 2007**", "INVITATION TO BID REFERENCE NO: 15002022/ERA for project: FB/IRQ/07/002.
4. Your bid must be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of your organization. The bid shall not contain any 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.
5. **In your bid you must confirm your acceptance of the UNIDO General Conditions, a copy of which is enclosed. The UNIDO General Conditions shall form an integral part of the written contract with the successful bidder.**
6. **Any requests for clarifications, additional information, etc., relating to this "INVITATION TO BID must be addressed to the officer dealing with this request and copied to the undersigned.** If such requests are addressed to other persons or if additional information, despite the above instruction, is obtained from other persons, it may lead to rejection of the bid.
7. UNIDO will respond in writing to any request for clarification related to this "Invitation to Bid which is received no later than two (2) weeks prior to the deadline for the submission of bids. The clarifications requested beyond this date will not be considered by UNIDO. UNIDO will send copies of its response to relevant queries to all bidders (including an explanation of the query but without identifying the source of inquiry)

Yours truly,


Mr. Eric Appiateng, Procurement Officer
Procurement Services Unit
PSM/OSS/PRS

ITEM	QUANTITY	DESCRIPTION
1	200	Personal digital assistant (PDA) (See Appendix 1)

Instructions and General Terms

Purchasing policy: UNIDO buys direct from well-established manufacturers or suppliers with experience in assignments of similar nature. UNIDO does not accept bids made by representatives or agents who do not offer warranty coverage and after sales support irrespective of their location.

Payment: Please refer to article IV of the General Conditions attached herewith. UNIDO pays by bank transfer. UNIDO does not accept terms stipulating stand-by letter of credit or provision of bank guarantee by UNIDO.

Insurance: Please do not insure - UNIDO usually insures all shipments under a global insurance policy; however goods shall be normally Delivered Duty Unpaid (DDU), named place of destination (INCOTERMS 2000), unless otherwise indicated.

Specifications: Manufacturers' names, catalogue numbers and model designations that may appear in the specifications are for reference only. Bids for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

8. ***Your bid should reflect the best available price(s) in US Dollars and indicate all discounts you grant to UNIDO. Those bids not expressed in US Dollars will be converted to this currency, using the United Nations Rate of exchange prevailing on the date of opening. Please note that prices for equipment, parts and supplies shall be quoted:
DDU Baghdad, IRAQ including insurance (INCOTERMS 2000)***
9. **Quote the reference and date of this request (see front page) in your bid and in any correspondence relating to it.**
10. State the name, telephone and fax number as well as the e-mail address of the person in your organization dealing with this request.
11. If spare parts are normally delivered with the equipment but are not mentioned in our list, please include in your bid the minimum quantity required for one year of operation, keeping in mind that their value should not exceed 10 per cent of the value of the equipment.
12. State country of origin or assembly of all items quoted.
Indicate brand names/manufactures offered/represented (if any);
Indicate quality assurances certificates and references held by the company (if applicable);
13. Prices quoted should be valid for at least 120 days from closing date and should remain firm until delivery.
14. State the earliest delivery date of an order placed within the period of validity of your bid.
15. Provide information on the warranty applicable to the equipment. Warranty must be for **a minimum of twenty- four (24) months from the date of delivery.**
16. The Supplier shall warrant that the goods, equipment, components, tools and spare parts supplied by him, his subcontractor(s) and/or suppliers under this Contract shall be new and free from defects in workmanship, materials and design. The Supplier shall repair or replace at his own expense and as soon as practicable any of the equipment, components, tools or spare parts which, within the warranty period, prove to be defective as mentioned above or as a result of any erroneous or inadequate engineering drawings, technical specifications and/or operating instructions of the Supplier. These requirements will be incorporated in the purchase order contract with the successful invitee.
17. State the name and full address of your service representative nearest the destination who would help with installation (where applicable) and provide for warranty service, after-sales service and spare parts.
18. Please provide in your offer your company profile, reference list of your clients/major supply contracts and a completed **Invitee's Financial Statement** (the form of the Statement is enclosed herewith as an Appendix).

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19. Address your bid as indicated below:

**United Nations Industrial Development Organization (UNIDO)
Vienna International Centre
Procurement Services Unit/OSS/PSM
Wagramer Strasse 5, P.O. Box 300
A-1400 Vienna, Austria**

Attn.: Mr. Eric Appiateng, Procurement Officer, PSM/OSS/PRS

**INVITATION TO BID - REF: 15002022/ERA - FB/IRQ//07/002
DO NOT OPEN BEFORE 30 November 2007**

20. You are expected to examine all instructions, forms, terms and specifications in this ITB. Failure to furnish all information required by the ITB or submission of a bid not substantially responsive to the ITB in every respect will be at the invitee's risk and may result in the rejection of its bid. 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 invitee 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. UNIDO reserves the right to verify all information furnished by the invitee through any sources of its choice. Any inaccurate information given may lead to a rejection of the corresponding bid.
21. All bids, which are submitted in response and in accordance to this request, will be reviewed and evaluated by UNIDO in a fair and impartial way. The procurement contract will be awarded **on the basis of the best value for money principles and the interests of UNIDO to the qualified bidder whose bid conforms to requirements set forth in the solicitation documentation and offers the lowest cost to UNIDO. Only complete offers will be considered, however, UNIDO reserves the right to exclude one or several items from the offer. Please take into account this provision in preparing your offer.**
22. UNIDO reserves the right to accept or reject any bid(s), or annul this Invitation to Bid and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected invitee(s) or any obligation to inform the affected invitee(s) of the grounds for UNIDO's action.
23. UNIDO will notify the successful invitee in writing by fax/e-mail that its bid has been accepted. Thereafter, UNIDO will notify each unsuccessful invitee. The notification to the unsuccessful invitees will not contain any information concerning other invitees and their prices, including that of the winning offer, due to the confidential and proprietary character of such information. Any queries of unsuccessful invitees to this respect will not be entertained by UNIDO.
24. This Invitation to Bid and Appendixes are confidential and proprietary to UNIDO and shall not be disclosed to third parties without prior written agreement of UNIDO.
25. The invitees shall bear all the costs associated with the preparation and submission of the proposals, and UNIDO will not in any case be responsible or liable for those costs, regardless of the conduct or outcome of this competitive bidding exercise.
26. **For new potential suppliers to UNIDO: Kindly register your company/organization via the UN procurement database "UNITED NATIONS GLOBAL MARKET PLACE (UNGM) www.unqm.org prior to submitting your bid. The UNGM is a UN wide platform used by most UN agencies for company registration purposes. The system will guide you through all the steps required to complete the application, which will be reviewed by UNIDO and confirmed accordingly.**
27. This ITB is also posted on the UNIDO procurement web site <http://www.unido.org> (Procurement Notices)

Enclosures

- Appendix 1: Terms of Reference
Appendix 2: UNIDO General Conditions
Appendix 3: Administrative requirements
Appendix 4: Bid Response Sheet

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Technical specifications for purchase of equipment and supplies for project:

FB/IRQ/07/002

I. General Background Information and Aim of the Project

The project carries out an in-depth assessment of the agro-industries sector in Iraq and assist in developing and updating the industrial data information required by the existing industries for strategic planning to maintain the sustainability and enhance new investments in the industrial sector.

National capacities will be developed for collection and analysis of industrial data.

Use devices to efficiently implement the Agro-industrial survey PDA (Personal Digital Assistant)

With the rapid development in the sector of information and communications technology and the pressing need to keep pace with this evolution, Department of Statistics will be conducting comprehensive Agro-industrial survey using an electronic format for the collection of data through Personal Digital Assistants (PDAs), replacing the paper forms which were used traditionally.

II. The Scope of Supply

UNIDO Requirements TO BE COMPLETED BY THE INVITEE						
Item	Name and required parameter	Quantity	unit price	total item price	compliance*)	Remarks**)
	I. Equipment, parts, supplies		currency	currency	yes/no	
1	Personal Digital Assistant (PDA) (please see attached specifications)	200				
	II. Cost of Insurance (if applicable)					
	Total price:					

*) compliance must be confirmed in detail by the contractor's offer and technical documentation and will be verified by UNIDO during technical evaluation;

***) if not compliant with UNIDO's required parameters, the invitee must indicate his parameters in this column

III. Guarantee Requirements

All items should be guaranteed for a period of 24 months including after-sales service from the date of delivery.

IV. Delivery Period

Items should be delivered within 1 month from the date of the confirmed order.

V. SPECIFICATIONS FOR THE PERSONAL DIGITAL ASSISTANT (PDA)

The number required for the implementation of the work plan within 200 PDA devices as the following specifications:

Operating system

Win CE OR any Windows Palm OS, Microsoft Windows Mobile 2003 Second Edition, Nokia OS Series 40 or Symbian S60

CPU: Min Intel (450 MHz)

RAM: Min 64 MB SDRAM

ROM: Min Flash (64MB)

Display

LCD Reflective TFT 65, 16 bit-color LCD
Resolution 240 x 320 color touch panel or any equivalent

Keypad

Fully Arabized Software
Numeric 2 Side Keys Min 22 keys for function with back light (Arabic and Latin Keyboard)

Communication Interface

Standard Interface RS232 & USB with USB cable
GPS-Integrated (12 channel GPS)

Expansion slot

Min SD / MMC card (for memory expansion)

Power supply

Operating time Normal operation-12 hrs, Equipped with power charger for each device.

Sealed standard IP54

Warranty 2 Years fully support with parts and lather cover case for each device.

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UNIDO GENERAL CONDITIONS

Purchase Order for Equipment

Article 1. Conclusion of Contract

This Contract shall be concluded on the date the acknowledgement copy of the Purchase Order form, duly countersigned by the Seller, reaches the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO"), attention "Purchase Unit", provided that the acknowledgement copy reaches UNIDO within the time fixed in this Contract or, if no time is fixed, within a reasonable time.

Article 2. United Nations Convention on Contracts for the International Sale of Goods

Questions concerning matters arising under but not settled in this Contract shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to this Contract. The applicable language version of the Convention shall be the version in the language in which this Contract is written.

Article 3. Delivery

The Seller shall hand over the goods, and UNIDO shall take over the goods, at the place or places of delivery specified in the Purchase Order form. Unless otherwise stipulated in the Purchase Order form, the goods shall be delivered duty unpaid.

Article 4. Payment

1. Unless otherwise stipulated in the Purchase Order form, UNIDO shall make payment:
 - (a) For goods to be delivered to UNIDO in Vienna within 30 days of:
 - (i) Taking over the goods; and
 - (ii) Receiving the invoice and any other documents specified in this Contract, whichever is later;
 - (b) For goods to be delivered elsewhere, upon shipment and within 30 days of receipt of:
 - (i) The Seller's invoice for the goods;
 - (ii) Copies of the customary shipping documents; and
 - (iii) Any other document specified in this Contract, whichever is later.
2. The Seller shall also deliver the customary shipping documents to the consignee.
3. Unless otherwise authorized by UNIDO, a separate invoice must be submitted for each shipment under this Contract and such invoice must bear the purchase order number appearing on the top right-hand corner of the Purchase Order form.
4. The prices therein may not be increased, except by express written agreement of UNIDO. UNIDO shall not pay any charge for late payments unless expressly agreed to in writing. Time in connection with any cost discounts offered will be computed from the date of receipt by UNIDO of full documentation as specified by this Contract.
5. Payment for any goods pursuant to this Contract shall not be deemed an acceptance of the goods.

Article 5. Tax exemption

The Seller's price shall reflect any tax exemption to which UNIDO is entitled by reason of the privileges that UNIDO enjoys. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or, if having been paid, any

such taxes are subject to refunding, UNIDO shall deduct the amount from the contract price. Payment of such corrected amount shall constitute full payment by UNIDO. In the event any taxing authority refuses to recognize UNIDO exemption from such taxes, the Seller shall immediately consult with UNIDO to determine a mutually acceptable procedure for settling the amount involved.

Article 6. Warranty and packing

1. The Seller must deliver goods that are: (a) of the quality, quantity and description required by this Contract; and (b) free from any right or claim of a third party, including rights based on industrial property or other intellectual property. The Seller shall indemnify, hold and save harmless and defend at this own expense UNIDO, its officials, agents, servants and employees from and against all suits, claims, demands and expenses arising out of acts or omissions of the Seller or its employees, agents or subcontractors in the performance of this Contract. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to claims or liabilities arising out of the use of patented inventions or devices.
2. The Seller shall undertake that the goods furnished under this Contract are new and unused and free from defects in workmanship or materials.
3. The Seller shall pack the goods with sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified in this Contract. Such packing materials used must be adequate to safeguard the goods while in transit. The Seller shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

Article 7. Specifications

In the case of goods called for on the basis of specifications forming part of this Contract, UNIDO shall have the right to declare this Contract avoided if the goods do not conform to such specifications.

Article 8. Examination

The duly authorized representatives of UNIDO shall have the right before payment to examine the goods called for under this Contract at the Seller's stores, during manufacture, in the ports or in places of shipment, and the Seller shall provide all facilities for such examination. UNIDO may issue a written waiver of examination at its discretion. Any examination carried out by representatives of UNIDO or any waiver thereof shall not prejudice the implementation of other relevant provisions of this Contract concerning obligations assumed by the Seller, including technical specifications.

Article 9. Export licences

If an export licence or any other governmental authorization is required for the goods, it shall be the obligation of the Seller to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within a reasonable time, UNIDO may declare this Contract avoided.

Article 10. Exemptions

1. Neither Party shall be considered to be liable for failure to perform any of its obligations under this Contract if it proves that such failure was due to an impediment beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Contract or to have avoided or overcome it or its consequences.

2. The term "impediment", as used herein shall include unforeseeable events not within the control of either Party, such as laws or regulations, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not declared, blockades, embargoes, insurrections, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts, as well as any other *force majeure*.

3. If either Party considers that any such impediment has occurred that affects performance or its obligations, it shall promptly notify the other Party, giving full particulars in writing of such impediment, including its probable duration and its effect on the Party's ability to perform. In the event the delay or failure subject of this clause extends for more than 60 days after the notification, the Party able to perform shall then have the right, by giving written notice to the non-performing Party, to declare the Contract avoided.

Article 11. Assignment

The Seller shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Seller's rights, claims or obligations under this Contract except with the prior written consent of UNIDO.

Article 12. Insolvency

Should the Seller become insolvent or should control of the Seller change by virtue of insolvency, UNIDO may, without prejudice to any other right or remedy, suspend the performance of its obligations by giving the Seller written notice thereof.

Article 13. Bankruptcy

Should the Seller be adjudged bankrupt, or should the Seller make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Seller's insolvency, UNIDO may, without prejudice to any other right or remedy, declare this Contract avoided.

Article 14. Advertising

Unless authorized in writing by UNIDO, the Seller shall not advertise or otherwise make public the fact that he is furnishing goods or services to UNIDO. The Seller shall not use the name, emblem or official seal of UNIDO or any abbreviation of the names of the United Nations or of UNIDO for advertising or for any other promotional purpose.

Article 15. Discretion

The Seller is required to exercise utmost discretion in all matters relating to this Contract. Unless required in connection with the performance of this Contract or where specifically authorized by UNIDO, the Seller shall not communicate at any time to any person, Government or authority external to UNIDO any information which has not been made public and which is known to him by reason of his association with UNIDO. The Seller shall not, at any time, use such information to private advantage. These obligations do not lapse upon completion of performance under this Contract or termination of this Contract by UNIDO.

Article 16. Notice

Any notice given in connection with this Contract shall be in English or French and shall be deemed to be validly given if sent by registered mail, by fax or by cable to the other Party at the address of either Party set out in the heading of the Purchase Order form.

Article 17. Validity

The invalidity in whole or in part of any article or paragraph thereof shall not affect the validity of the remainder of such article or paragraph of this Contract.

Article 18. Staff members not to benefit

The Seller shall not admit any staff member of UNIDO to any direct or indirect benefit arising from this Contract or the award thereof. The Seller agrees that breach of this provision shall constitute a fundamental breach of this Contract.

Article 19. Seller's failure to perform

If the Seller's failure to perform any of its obligation under this Contract amounts to a fundamental breach of this Contract, UNIDO may, by written notice to the Seller, inform it of the nature of the failure and declare this Contract avoided. Alternatively, UNIDO may fix an additional period of a reasonable length for the performance by the Seller of its obligations. If the Seller has not remedied the failure within such additional period fixed by UNIDO, UNIDO may then, by written notice to the Seller, declare this Contract avoided. If the Contract is declared avoided and if UNIDO, in a reasonable manner and within a reasonable time thereafter, buys goods in replacement, UNIDO may recover from the Seller, as damages, the difference between the price under this Contract and the price in the substitute transaction as well as any other recoverable damages.

Article 20. Arbitration

Any dispute, controversy or claim arising out of or in relation to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the International Chamber of Commerce. The number of arbitrators shall be one, provided the amount claimed by any of the Parties in the arbitration does not exceed US\$200,000. The place of arbitration shall either be Vienna, Austria, or a place mutually agreed between the Parties. The language to be used in the arbitral proceedings shall be the language of this Contract.

Article 21. Privileges and immunities

Nothing contained in this Contract shall be deemed a waiver express or implied, of any privilege or immunity that UNIDO may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or any other convention or agreement.

Article 22. Amendments

No modification to this Contract shall be valid unless mutually agreed between the Parties and confirmed by a written amendment signed by their authorized representatives.



ADMINISTRATIVE REQUIREMENTS

The following documents must be submitted along with the bid:

- Brief description of the company, including its structure and the number of employees;
- A copy of the original company registration document;
- Reference list of major clients and similar projects executed in the last 5 years;
- Financial status including income statements, balance sheets, turnover for the last three years, VAT registration.
- List of sales representations, if any, including names and contact information of service agencies responsible for after-sales support in IRAQ, or in the sub-region.
- Quality assurance certificates and references held by the company.

It should be noted that only well established companies with experience in assignments of similar nature, offering equipment conforming to international standards of quality/reliability and who can provide prompt after-sales services throughout IRAQ, would be considered. The documentation submitted must be substantially responsive to the requirements of the enclosed Invitation to Bid.

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UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

BID RESPONSE SHEET

PROJECT N°. FB/IRAQ/07/002

Requisition: 15002022/ERA

CLOSING DATE: 30 November 2007

PROCUREMENT OFFICER: Mr. Eric Appiateng

Please complete "A" or "B" or "C" and return WITHIN 3 DAYS to:

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
Procurement Services Unit, PSM/OSS/PRS
P.O. Box 300, A – 1400 Vienna, Austria.

Fax: +43-1-26026 6815

- A. We shall submit our bid by
- B. We may submit and will advise by
- C. We will not submit a bid for the following reason(s):
 - our current workload does not permit us to take on additional work at this time;
 - we cannot meet your requirements for this specific project, but we have requested the following company to submit an offer:

 - insufficient time to prepare a proper submission;
 - other (specify),

COMPANY NAME: _____

NAME OF OFFICIAL AND SIGNATURE: _____