

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
INVITATION TO BID**

Reference: ITB No. **N-UA-2024-000086**

Date: **October 24, 2024**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly invites your Company/Organization to submit a Bid for the **Procurement of ICT Equipment (Server)**. The full requirement is described in Annex C.

We also request that your Bid is submitted using the format specifically detailed in Annex D, E and F.

Bids submitted by email must be limited to a maximum of **10MB**, be virus-free and consist of no more than two email transmissions. They must be free from any corrupted contents, or the quotations shall be rejected.

Bids shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Bid, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Bid, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Invitation to Bid (ITB).

By submitting a Proposal in response to this information, Bidders are confirming acceptance of IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB consists of the following Annexes. Please be guided by these in preparing your Bid:

a.	Instructions to Bidders	Annex A
b.	Preliminary Screening Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Bid Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Price Schedule	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this ITB before Deadline for Submissions of Bid, please contact IDLO on tenders@idlo.int and mention **Clarification ITB NO. N-UA-2024-000086** in the subject section of your email.

Deadline for Submission of Proposals:
On or before **Date: November 11, 2024**
Time: 15:00 hours Rome, Italy local time.

Thank you and we look forward to receiving your Bid.

Sincerely yours,
International Development Law Organization | IDLO
Ukraine Country Office

ANNEX A
INSTRUCTIONS TO BIDDERS

1. General Considerations	<p>In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Bid	<p>The Bidder shall bear all costs associated with the preparation and submission of the Bid.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Bid	<p>Bids shall be nominated exclusively in EUR.</p> <p>Note: the payment might be performed in the local currency (UAH) as per the exchange rate of the National Bank of Ukraine on the date of the invoice issuance.</p> <p><i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies.</i></p>
4. Language of the Bid	<p>This bid is executed in both English and Ukrainian. In case of a discrepancy, the English version shall be treated as authoritative.</p> <p>While the Bidder may choose to respond to the Bid in Ukrainian, IDLO's correspondences, documents and Contract relating to the Bid shall be written in the English language</p>
5. Deadline for Submissions of Bids	<p>The Bid shall be addressed to IDLO on or before Date: November 11, 2024 Time: 15:00 hours Rome, Italy local time.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>
6. Delivery Term and Place	<p>Goods / Services should be delivered within 45 working days after receipt of PO or contract from IDLO with instructions on location and timeline.</p>
7. Customs clearance, if needed, shall be done by:	<p><input checked="" type="checkbox"/> Supplier</p>
8. Special Packing Requirement or Temperature Control	<p><input checked="" type="checkbox"/> N/A</p>

9. Documents comprising the Bid	<p>The Bid shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Bid Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Price Schedule (Annex F)
10. Contents of solicitation documents	<p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Bid.</p>
11. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this ITB may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Bids.</p> <p>Please mention Clarification ITB NO. N-UA-2024-000086 in the subject section of your email.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>
12. Amendments of solicitation documents	<p>At any time prior to the deadline for submission of Bids IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Bids.</p>
13. Format, signing, sealing, marking and submission of Bids	<p>The Bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.</p> <p>The Bid must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.</p>

	<p>Before the stipulated deadline, the Bidder shall send one email to the following e-mail address: tenders@idlo.int with the Subject: “Submission for ITB No. ITB No. N-UA-2024-000086”</p>
<p>14. Joint Venture, Consortium, or Association</p>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ol style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>

	<p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to eligibility and qualification assessment by IDLO.</p>
15. Only One Bid	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Late Bids	<p>Any Bid received by IDLO after the deadline for submission of Bids, pursuant to clause Deadline for the submission of Bid, will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Bid was sent by email but was not properly received due to issues in IDLO mailing system.</p>
17. Validity Period of Bids	<p>All Bids will be valid for 90 days from the deadline for submission of Bids. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Bid beyond what has been initially indicated in this ITB. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Bid. The Bidders may choose not to extend the validity period of the Bid upon request of IDLO.</p>

<p>18. Modification and withdrawal of Bids</p>	<p>The Bidder may modify/withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Bids.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Bids.</p> <p>No Bid may be modified nor withdrawn after the deadline for submission of Bids.</p> <p>No Bid may be modified/withdrawn in the Interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder in the Bid Submission Form.</p>
<p>19. Amendment of the Bid</p>	<p>At any time prior to the deadline of Bid submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<p>20. Bidders' conference</p>	<p><input checked="" type="checkbox"/> N/A</p>
<p>21. Right to accept, reject, or render non-responsive any or all Bids</p>	<p>IDLO reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to annul the solicitation process and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
<p>22. Clarification of Bids</p>	<p>To assist in the examination, evaluation and comparison of Bids, IDLO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.</p>
<p>23. Evaluation of Eligibility and Qualification</p>	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;

	<ul style="list-style-type: none"> d) They are able to comply fully with IDLO General Terms and Conditions of Contract and IDLO Supplier Code of Conduct; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
24. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Bid is still valid.
25. Preliminary Screening	IDLO will screen the Bids' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Bid is generally in order.
26. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Bid will be rejected.
27. Due Diligence	<p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.

28. Responsiveness of Bid	<p>IDLO will determine the substantial responsiveness of each Bid to the ITB. For purposes of this Clause, a substantially responsive Bid is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Bid's responsiveness is based on the contents of the Bid itself without recourse to extrinsic evidence.</p>
29. Evaluation of Bid	All eligible Bids are assessed whether they are compliant, i.e., meet or exceed the specifications of the ITB.
30. Right to Vary Requirements at the time of the Award	<input checked="" type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
31. Contract Award	<p>Contract Award shall be granted according to the:</p> <ul style="list-style-type: none"> a) Full submission of relevant documentation as per Preliminary Screening Criteria (Annex B); b) Full submission of Bid Submission Form (Annex D) signed and stamped; c) Full submission of Bidder Information Form (Annex E); d) Full submission of Price Schedule (Annex F) signed and stamped; e) Lowest priced, most technically acceptable/compliant offer;
32. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Bids.
33. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future bids for IDLO procurement opportunities. The content of other bids and how they compare to the Bidder's submission will not be discussed.
34. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.
35. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this ITB shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Bid implies that the Bidder accepts both Annexes in full.</p>

36. Liquidated Damages	<p><input checked="" type="checkbox"/> Yes - For late delivery of Goods, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions.</p> <p>Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not relieve the Contractor of its obligations or liabilities pursuant to this Contract.</p> <p><input checked="" type="checkbox"/> Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions.</p> <p>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</p>
37. Partial Bid	<input checked="" type="checkbox"/> Not Permitted

**ANNEX B
PRELIMINARY SCREENING CRITERIA**

A. MINIMUM ELIGIBILITY CRITERIA

Subject	Criteria	Document Submission Requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Valid Certificate of Incorporation/Registration
Tax Revenue	Vendor is registered with pertinent country's revenue authority.	Valid Internal Revenue Certificate / Tax Clearance
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 21.	Internal Sanctions Check will be conducted + Self-Attestation Letter
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Internal Sanctions Check will be conducted + Self-Attestation Letter
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Internal Sanctions Check will be conducted + Self-Attestation Letter
Certificates and Licenses	<ul style="list-style-type: none"> ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder, if applicable ▪ Export/Import Licenses, if applicable ▪ Product Catalogues / Brochures / Website attesting compliance to Technical Requirements ▪ Certificates of partnership with the equipment manufacturer, if applicable ▪ Warranty terms confirmation 	<ul style="list-style-type: none"> ▪ Certificates of partnership with the equipment manufacturer, if applicable ▪ Statement Letter whether any import or export licenses are required in respect of goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods, if applicable ▪ Statement Letter issued by Manufacturer confirming compliance with all the warranty requirements listed in section E of Annex C.

		<ul style="list-style-type: none"> Product Catalogues or Brochures (Product Data Sheets) attesting compliance with Technical Specifications as mentioned under Annex C; OR, provision of link to Manufacturer's website showing the Product Data Sheet
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B. QUALIFICATION CRITERIA

QUALIFICATION		
Previous Experience	Minimum 2 years of relevant experience in selling, installation and configuration of ICT Equipment.	Copies of two (2) contracts/ Work Orders/ Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification
Financial Standing	<p>A minimum average annual turnover of EUR 5,000.00 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability by submitting an audited financial statement (balance sheets, including all related notes, and income statements) for the last 3 years</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Audited Financial Statements or Bank Statements for the last 3 years

ANNEX C TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

For performing its functions, the state authority needs to store a large amount of data, as well as to quickly access and process them. As of now, the main need to be addressed in this context has been identified.

C. Condition of Contract and Expected Output

IDLO aims to provide technical support efficiently, effectively, with accountability and transparency, and as such, the IDLO office in Ukraine issues this Invitation to Bid (ITB) for the purpose of soliciting quotations from qualified Service Providers and to establish a Contract for Purchase of the IT Equipment as it is envisaged in the Annex C.

This ITB is for the supply of IT equipment that meets the following **Minimum Technical Specifications**.

Bidders shall meet or exceed these specifications. The purchase of equipment includes delivery and provision of all equipment accessories upon request.

D. Qualifications of the Successful Contractor

1. Be officially registered with the relevant authorities in Ukraine as a legal entity.
2. The Contractor is expected to have a minimum of 2 years of professional and relevant experience in sales, installation and configuration of IT equipment to inter-governmental, national, international organizations, or foreign diplomatic missions.
3. The Contractor shall be able to provide the required IT equipment (as defined in the Table below).
4. The Contractor shall only deliver the new IT equipment, not exhibition samples, not refurbished or pre-owned.

E. Warranty Requirements

The Contractor shall confirm that all the required equipment is new and under warranty and provide a copy of the warranty information. The Supplier shall provide Manufacturer's warranty at least of 60-months warranty period, unless otherwise stated, with the possibility of replacing critical parts next business day (NBD) on site by Manufacturer or its official representative in Ukraine. Warranty terms should allow the Beneficiary to keep failed hard drives when replacement hard drives are delivered. Beneficiary should have possibility to track online on the Manufacturer's website current warranty status and events, firmware and drivers updates related to the equipment identified by service tag or serial number.

F. Scope of Technical Specifications

LOT 1: SERVER

Quantity: 1 Pcs.

Specification:

Item	Key parameters (multifunctional devices)
Type of equipment	Server
Form factor	Mounting package for a standard 19' server rack, equipped with sliding rails
	Package height: no more than 2U of the server cabinet height
	Package depth should not exceed 850 mm
Processor	At least 32 hard cores with a base clock of at least 3.2 GHz
RAM	Not less than 384 GB of ECC Registered 5,600MT/s memory, taking into account the number of DIMM modules: at least 12
	All memory modules must be installed by the server manufacturer at the production site, recommended by the manufacturer, and have the appropriate marking, if any, from the manufacturer

Disk subsystem	At least two SSD drives, each with a capacity of at least 960 GB to accommodate the OS. The drives must be combined in RAID1 using a RAID hardware controller
	At least 22 hot-swappable 2.5' SAS 24Gbps SSDs with a capacity of at least 7.68 TB each for data storage. The drives must be combined in RAID6
	The total number of 2.5' form factor slots for installing local drives must be at least 24
	RAID hardware controller with support for RAID levels 1, 5, 6 and at least 8 GB of cache capacity
Network controller	At least two Ethernet ports with a bandwidth of 10/25 Gbps each. Each of the ports must be equipped with an original 10 Gb SFP+ optical converter from the server manufacturer
	At least two Ethernet ports with a bandwidth of 1 Gbps each with RJ45 interface
Control	A controller with a dedicated RJ45 port for remote access to the server console
Power and cooling	Duplicated power units. The power of power units should ensure the normal operation of the server in case of failure of one of the units. Power supply efficiency class: up to 96%.
	The supplier must provide power cables with connectors for connection to the PDU
Technologies to ensure security	TPM (Trusted Platform Module)
	The protective panel (bezel) that restricts physical access to server drives
Warranty and support	Manufacturer's warranty At least a 60-month warranty
	Time for replacement of out-of-service components: Next Business Day or quicker. Service must be provided by the Equipment Manufacturer or its official representative office.
	The envisaged level of service must ensure that the Customer has the right to keep the failed drive
	The equipment manufacturer must have a web portal with the option for the Customer to independently track the warranty status and warranty cases, as well as download firmware and drivers, using the serial number or service tag of their equipment

LOT 2: ASSEMBLING AND COMMISSIONING WORKS

Quantity: 1 Service

The Contractor shall provide assembling and commissioning works of the Server.

- To deliver the equipment to the installation site (location in Kyiv)
- To carry out physical installation of server equipment, connect power units
- To update microcodes to the latest versions
- To configure the control ports of the equipment
- To provide connection and labelling of interface and control ports of the equipment (labelling materials are provided by the Contractor)
- To configure the server's disc subsystem according to the previously agreed parameters
- To ensure fixing of the performed switching and equipment settings

**ANNEX D
BID SUBMISSION FORM**

This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **Goods & Services** for **[INSERT AMOUNT OF MONEY AND CURRENCY]** as may be ascertained in accordance with the Price Schedule (Annex F) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

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

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Bid

**ANNEX E
BIDDER INFORMATION FORM**

Name of Bidder:	[Complete]	Date:	Select date
ITB reference:	ITB No. N-UA-2024-000086		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents: [As per Annex B – Preliminary Screening Criteria]	<ul style="list-style-type: none"> ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Export/Import Licenses, if applicable ▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder (if applicable) ▪ Statement Letter whether any import or export licenses are required in respect of goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods ▪ Statement Letter issued by Manufacturer confirming compliance with all the warranty requirements listed in section E of Annex C 		

- Certificates of partnership with the equipment manufacturer, if applicable
- Self-Attestation Letter that Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB Annex A Clause 21.
- Self-Attestation Letter that Vendor has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.
- Self-Attestation Letter that there are no consistent history of court/arbitral award decisions against the Bidder for the last 3 years.
- Copies of two (2) contracts/ LPOs / Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification
- Audited Financial Statements or Bank Statements for the last 3 years
- Product Catalogues or Brochures (Product Data Sheets) attesting compliance with Technical Specifications as mentioned under Annex C; OR, **provision of link to Manufacturer's website showing the Product Data Sheet** Financial Statements or Bank Statements for the past three (3) years

ANNEX F PRICE SCHEDULE

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase «No VAT».

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Note: the unit prices are fixed in EUR. However, the payment might be performed in the local currency (UAH) as per the exchange rate of the National Bank of Ukraine on the date of the invoice issuance.

Lots	Type of ICT Equipment & Services	Description of Technical Specifications	Unit Measure	Required quantity	Unit Price In EUR, excluding VAT	Total Price In EUR, excluding VAT
Lot 1	SERVER	<i>As per Annex C (Paragraph E) Technical Specifications</i>	Pcs	1		
Lot 2	ASSEMBLING AND COMMISSIONING WORKS	<i>As per Annex C (Paragraph E) Technical Specifications</i>	Service	1		
Total Cost of two Lots						
Other Charges if any (please specify)						
Grand Total						

Table 2: Offer for After-Sale Services and Other Conditions

Other Information	Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Goods / Services should be delivered within 45 working days after receipt of PO or contract from IDLO with instructions on location and timeline.			
Warranty as per Lot specifications under Annex C Technical Specifications			
LOT 1: SERVER - Manufacturer's warranty At least a 60-month warranty			
LOT 2: ASSEMBLING AND COMMISSIONING WORKS - Not applicable			

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of **Goods / Services**. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of **Goods / Services**.

Place of delivery	Kyiv, Ukraine.
Delivery date	Goods / Services should be delivered within 45 working days after receipt of PO or contract from IDLO with instructions on location and timeline.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.
Warranty	<input checked="" type="checkbox"/> Warranties on Parts for minimum period Indicated on Annex F

ANNEX H

**IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT**

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf

