



Request for Proposal (RFP) Readvertised

Date: October 7, 2009

Dear Sir/Madam,

**Subject: UNDP Sudan - RFP for Provision of Electoral Materials Printing Services
in behalf of the National Elections Commission of Sudan
Reference No. RFP/KRT/ESP/09/044-Readvertised.**

1. You are requested to submit a proposal for printing services, as per enclosed Terms of Reference (TOR) Annex III.
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract..... (Annex II)
 - iii. Terms of Reference (TOR)..... (Annex III)
 - iv. Technical Proposal Form(Annex IV)
 - v. Proposal Submission Form(Annex V)
 - vi. Price Schedule/List of Materials.....(Annex VI)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **October 25, 2009 (12:00 Hours Local Time)**.
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal. Both information should be coursed to Mr. Marco Moreno email marco.moreno@undp.org, with copy to Mr. Martin Boben, email martin.boben@undp.org

Yours sincerely,

Guillaume Chartres
Project Manager
UNDP - PMU

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the requirement and could be by lot (partial) or total. The Offeror 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 Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

Proposal submission form

The Offeror shall structure the operational and technical part of its Proposal as follows:

A. Samples

Samples on stocks should demonstrate a wide range of printing techniques and must include at least:

- NCR 2/colour original and b/w 4+copies, stitched booklet;
- 2/colour plastic Tamper Evident Envelopes (TEE);
- 2/colour A4 and A3 Landscape Sticker, plasticized;
- 2/colour factsheet, double sided;
- 2/colour saddle stitched booklet with duotones;
- 4/colour perfect bound book;
- 4/colour Election Ballot, perforated and stitched at the head booklet;
- 5+/colour poster; sizes A2, A4 and A5 (Please fold this sample for ease of shipment and storage.)
- printed samples of your “house” text sheets [offset, opaque, matt, coated and gloss coated]; and
- any specialty printing samples or other work you wish to submit.

Note: Each sample must be labeled with production process and the paper stock and weight.

Printed samples will be evaluated based on the following criteria:

- Multi-color press capable of printing at least 4-colour process in one pass, a minimum requirement.
- Multi-color press capable of printing large format posters (Billboards) on Self Adhesive Vinyl (SAV)
- Full colour printing free of slurs; register, trapping and fit must be precise. Noticeable mis-register of screens, traps or fit will not be accepted.
- Specify color-monitoring/control equipment and procedures. Noticeable color variation will not be acceptable.
- Solids and screens must be free of hickeys, streaks, ghosting and mottling. Noticeable streaks, ghosts or mottles will not be acceptable.
- Trim should be flush and clean.
- Saddle stitch should be clean and aligned.
- Demonstrate via samples color brilliance on coated and uncoated stocks.
- Demonstrate via samples knowledge and skill of metallic inks and varnish techniques

Samples should be placed in an envelope and labeled with your company name.

Technical Proposal –

See Annex IV for Technical Proposal Form (Word document) to be completed.

a) This section should provide corporate orientation to include a brief description of the company including the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal. Please include hours of operation.

b) This section should fully explain its personnel resources. It should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

c) This section should fully explain the Offeror's resources in terms of equipment. It should advise on pre-press equipment, press room equipment, software compatibilities, proofing system, binding and finishing equipment, specialty equipment such as die cutting, stamping, embossing, fulfillment equipment, etc.

d) This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications. This section should address timing and other terms and/or conditions which the Offeror may feel necessary.

e) This section should fully explain the Offeror's environmental policy and include copies of environmental certifications. Please specify proposed papers and inks.

- f) This section should provide a recent Client List of the Offeror.
- g) Please see attached Technical Proposal Form (Annex IV).

The technical parts of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror fill out the attached Technical Proposal Form.

8. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

9. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

10. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

11. Format and signing of proposals

a. The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. **Do not insert your Price Proposal into the Technical Proposal envelope.**

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

b. Price Proposal

The Offeror shall submit 2 copies of the Price Proposal in Excel file on CD, as well as 2 hard copies in envelopes, clearly marking - on both the CD and envelope – one “original price Proposal, (your company name)” and the other “Copy of Price Proposal, (your company name)”. In the event of the discrepancy between them, the original shall govern.

12. Payment

UNDP shall effect payments to the Contractor within 30 days after acceptance by UNDP of the invoices submitted by the contractor, upon delivery of the corresponding printing work.

D. Submission of Proposals

13. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below

The Offeror shall insert and seal the SAMPLES in one package and clearly mark it SAMPLES for PRINTING RFP. Please ensure your company name is on the envelope.

The Offeror shall insert the Proposal Submission Form Letter [Annex V], and the Technical Proposal envelopes (2 copies), and Price Proposal envelopes (2 CDs) in one envelope.

(a) The outer envelope shall be addressed to:

UNDP – SUDAN (KRT)

**Attention: Marco Moreno, Procurement Specialist
Support to Elections and Democratic Processes Project
RFP: RFP/KRT/ESP/09/044-Readvertised
House 28, Block 10, Riyadh
Khartoum, Sudan**

- Clearly marked with –
“UNDP Sudan - RFP for Provision of Electoral Materials Printing Services”
- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule and two CDs duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

14. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than 10th October, 2009 at 12:00 Hours, local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

The Offerors may wish to note that documents forwarded to UNDP by regular mail may be delayed by up to 7 days due to security review. Therefore to ensure timely delivery documents should be sent by courier service and/or hand delivered. Also, please advise UNDP of Courier Service and Airbill number (#).

15. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

E. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

F. Opening and Evaluation of Proposals

16. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP Sudan.

17. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

18. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

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 Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

19. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals.

- i) The technical components will be evaluated – Only those Offerors who attain 70% of the obtainable scores of the 200 points in the evaluation of the technical proposal will have their Price Component envelope opened.
- ii) The price evaluation will receive a weighting of 30% against the technical component of 70%.
- iii) The company with the highest combined technical and price scoring will be awarded a contract.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering the lowest price.

Technical Evaluation Criteria

Note: The score weights and points obtainable are subject to change

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Technical Component	70%	200					
2.	Financial Component	30%	100					
Total			300					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Technical Component							
1. SAMPLES Preferable on Recycled Stocks (65points)							
1.1	Multi-colour press capability	5					
1.2	Colour variation	5					
1.3	Registration	5					
1.4	Solids/screens	5					
1.5	Coated paper colour brilliance	5					
1.6	Uncoated paper colour brilliance	5					
1.7	Varnish, etc. techniques	5					
1.8	Crossovers images color match	5					
1.9	Trim	5					
1.10	Folding	5					
1.11	Binding: Perfect	5					
1.12	Binding: Saddlestitch	5					
1.13	Paper stocks and weights identified	5					
		65					

Technical Proposal Evaluation Form 2		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Technical Component							
2. DESCRIPTION OF COMPANY (35points)							
2.1	Reputation of Organisation and Staff (Competence /	5					

	Reliability)						
2.2	Litigation and Arbitration history	5					
2.3	General Organisational Capability which is likely to affect implementation.	5					
2.4	Extent to which any work would be subcontracted.	5					
2.5	Quality assurance procedures, warranty	5					
2.6	Relevance of the Company's Specialized Knowledge.	5					
2.7	Work with UNDP, UN or multilateral organisation	5					
		35					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
TECHNICAL COMPONENT							
3. PERSONNEL RESOURCES (20 points)							
3.1	Manager	5					
3.2	Workforce: General suitability and qualifications.	5					
3.3	Organigram of the Company	5					
3.4	Work on similar projects	5					
		20					

Technical Proposal Evaluation Form 4		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
TECHNICAL COMPONENT							
4. EQUIPMENT (35 points)							
4.1	Graphic Design Capacity	5					
4.2	Prepress equipment	5					
4.3	Software compatibilities	5					
4.4	Press room equipment including size, type and Manufacture	5					
4.5	Binding and finishing equipment and capabilities	5					
4.6	Specialty equipment, i.e. die cutting, stamping, embossing, fulfillment	5					
4.7	Security measures (to manage sensitive materials)	5					
		35					

Technical Proposal Evaluation Form 5		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
TECHNICAL COMPONENT							
5. UNDERSTANDING REQUIREMENTS (15 points)							
5.1	Has the delivery been addressed?	5					
5.2	Have quality assurance procedures been addressed and demonstrated by certifications?	5					
5.3	Has necessary insurance been addressed?	5					
		15					

Technical Proposal Evaluation Form 6		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
TECHNICAL COMPONENT							
6. ENVIRONMENT (20points)							
	Demonstrated commitment to the environment in general						
6.1	Use of Recycled/green stocks and supplies	5					
6.2	Environmental certifications	5					
6.3	List of recycled products used	5					
		15					

Technical Proposal Evaluation Form 7		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
TECHNICAL COMPONENT							
7. CLIENT LIST (15 points)							
7.1	Demonstrated client list over the last 3 years	5					
7.2	List of UN clients	5					
7.3	Demonstrated similar ongoing long term contracts with various clients.	5					
		15					
	Total Obtainable Points	200					

E. Award of Contract

20. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

21. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

22. Signing of the contract

Within 5 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

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

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall

also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

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

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

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or

manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. SEXUAL EXPLOITATION

21.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

21.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

22. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

23. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Terms of Reference (TOR)

UNDP SUDAN (KRT) Provision of Electoral Materials Printing Services

NATURE OF THE SERVICE

The successful Offeror(s) is to provide printing services for UNDP Sudan in particular for the Registration, Exhibition and Polling materials for General Election of Sudan 2009 - 2010.

UNDP-Sudan envisages entering into a Long Term Agreement contract for one year with option to renew for two additional years.

STATEMENT OF WORK

UNDP in collaboration with National Elections Commission of Sudan is outsourcing electoral printing for the General Elections and for registration of voter which commences on November 1st 2009 and exhibition after registration and until after polling is finalized. UNDP is exploring the possibility of utilizing the services of several printing companies for printing materials for registration exhibition, and polling.

The scheduled registration and exhibition is time bound and the successful vendor must be willing to meet tight schedules and dead lines.

Annex VI outlines typical print jobs on which your company is requested to make quotations.

Because one of the practice areas of UNDP is energy and environment, we are very conscious of the impact that printing has on the environment. Therefore it is the preference of UNDP that all printing materials are done on recycled stock with vegetable-based inks and produced by means of environmentally-compatible technology.

All jobs should include the cost of pick-up from and delivery to the National Elections Commission in Khartoum, Sudan.

UNDP will pay only for exact quantities ordered and will not accept delivery of under-runs or pay for printing over-runs.

Packaging and Marking

General Instructions:

- Labels to be applied to top and side of box and skids.
- Boxes should be arranged on skids/pallets. Packing must be in the most economical and protective way to ensure the integrity of the contents to the destination point. Packing must

take into consideration the handling in transit and the weather conditions of Northern and Southern Sudan.

- Kitting materials should be packed and label separately (Information for kitting will be provided)

OPERATIONAL PROCEDURES

- Local Deliveries will be at National Elections Commission Warehouse in Khartoum.
- International Deliveries will be in accordance with Incoterms 2000, Delivery Duty Unpaid (DDU) Khartoum International Airport. UNDP Sudan (KRT) reserves the right to separately contract the services of transportation from point of origin to destination in Sudan.

CONTACT

Queries concerning this RFP should be in writing and addressed to: Mr. Marco Moreno at marco.moreno@undp.org with copy to: Martin Boben, at martin.boben@undp.org

Answers to all queries will be shared with all interested parties. Be sure to advise Mr. Moreno, by email, that you are interested in tendering a bid in order to be included in the response list.

Annex IV
TECHNICAL PROPOSAL FORM (complete this Word document)

UNDP Sudan - RFP for Provision of Electoral Materials Printing Services.

The narrative below may be as long as necessary. Answer all questions using this form. If you do not use this form, your tender will be disqualified.

Submitted by: (Name of company, address)

1. Company description:

- Year of incorporation _____
- City, state, country of incorporation _____
- Hours of operation _____

Describe your company here and/or indicate attachment of your company brochure.

Insert a copy of the company terms and conditions for service/trade customs here or indicate attachment.

Indicate here any history of litigation with the UN if none please state NIL.

Describe the general organizational capacity of your company which is likely to affect implementation of our printing jobs (ie. loose consortium, holding company or one firm, size of the organization, strength of project management support).

Will subcontractors be used in any part of the prepress, printing or fulfillment process and if so to what extent?

Describe how your company—with its specialized knowledge— will respond to our requirements.

Has your company worked with any UNDP unit, the United Nations or any other multilateral agency (ie. Arab Bank, World Bank)? Indicate who and briefly what projects.

2. Personnel Resources

Project manager—insert *curriculum vitae* or describe the project manager’s general qualifications, suitability for the project, international experience, professional experience, language capabilities.

Briefly describe your company’s workforce.

Insert here your company’s organizational diagram/organigram or indicate attachment.

Describe your company’s experience on similar projects.

3. Equipment

List your graphic design capabilities (human, equipment, software, etc.)

List your prepress equipment

List your software capabilities

List your pressroom equipment including type, quantity, size capacity and manufacturer.

List your bindery and finishing equipment.

List any specialty equipment (i.e. die cutting, stamping, numbering, perforating, embossing fulfillment)

Description of security measures and equipment (i.e. CCTV, safety storage space for sensitive materials, etc)

4. Requirements

Describe how your company will handle the fulfillment and distribution requirements of the RFP.

Describe how your company intends to deliver the required products. (Please address delivery of proofs, advance copies and large shipments.)

Describe the quality assurance procedures used by your company. Include/attach any certifications in this area. Include any warranties.

What insurances do you carry to protect UNDP against loss?

5. Environmental Policies

Describe/insert/attach your company's environmental policy.

List any environment certifications your company has obtained. Attach copy of certificate in each case.

List the recycled products used by your company.

6. Client List

List your clients for the past three years or indicate attachment.

List here any UN clients with which you have worked.

Does your company have any similar long term contracts and if so with what companies?

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

UNDP envisages entering into contract for one year with the option to renew for one additional year. The proposers should specify whether the prices would remain firm for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.

For the first year of the contract [please check one]

the prices will remain fixed for the duration of the contract

the prices will increase yearly by a maximum percentage of _____ [specify]

for option of 1 year extension, please indicate new price level.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

Estimated cost for delivery, if any, such as airfreight, insurance, customs clearance at origin, shipping and handling, should be listed separately. Note that UNDP Sudan (KRT) reserves the right, at its convenience, to contract separately the freight services form UNDP Long Term Agreements.

The format shown on the attached List of Materials (Excel Spreadsheet) should be used in preparing the price schedule. The format includes delivery charges, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, please also provide the information in Excel file on CD (IBMcompatible). (Electronic copy of the list is attached)

Price Schedule/List of Materials-Annex VI

No	Item	Specifications	Unit Price	% Discount for QTY (1 - 100)	% Discount for QTY (100 - 999)	% Discount for QTY (1000 - 4999)	% Discount for QTY (over 5000)
1	Form 1	A3 Portrait, 50 forms per booklet. 80 grms. Non-Carbon copy (NCR) two pages per form (original and 1st copy. Original in white with two colored logos, 1st copy in pink black logos. No front and back cover pages required. Forms must be glued on top for easy detachment from booklet (not perforated)					
2	Form 2	A3 Portrait, 50 forms per booklet. 80 grms. Non-Carbon copy (NCR). Three pages per form. Original in white with two colored logos, 1st copy in pink black logos, 2nd copy in blue black logos No front and back cover page required. Pages must be glued on top for easy detachment, no front or back cover page required.					
3	Form 3	A3 Landscape, 50 forms per booklet 120 grms paper, one side print. Forms must be glued on top for easy detachment, no front and back cover page required.					
4	Form 4	A3 Portrait, 20 forms per booklet, 80 grms. Non-Carbon copy (NCR) Two pages per form (original and 1st copy) Original in white color with two colored logos 1st copy in pink black logos. NO Front cover and back cover pages required. Forms must be glued on top and not perforated for easy detachment from booklet					
5	Form 5	A3 Portrait, one side print only, 120 grs paper. Forms must not be glued or perforated, each form must be a single page (1 sheet of paper per form printed in one side only) , two colored logos.					
6	Form 6	A4 Portrait, 10 forms per booklet. 80 grms. Non-Carbon copy (NCR). Two pages per form. Original in white with two colored logos, 1st copy black logos. Pages must be perforated, front cover and back cover page required.					

7	Form 7	A4 Portrait, 20 forms per booklet , 80 grms. Non-Carbon copy (NCR). Three pages per form (original, 1st copy and 2nd copy). Original in white color with two colored logos, 1st copy in pink black logos, 2nd copy pale blue black logos, All three pages must have perforation lines. Front cover and back cover pages required					
8	Form 8	A4 Portrait, 20 forms per booklet , 80 grms paper, printed on one side of paper, pages must be perforated, logos on each page must be in color, front and back cover pages required					
9	Manual 1	Format A4: Portrait, Pages: 100 Non Including Front and back cover. Paper: 80grms. Color: B&W. Front Cover page colored 200grms Backing: 200grms. Binding: saddled Double sided 50 sheets of paper. Languages: Two volumes on in English and one in Arabic					
10	Manual 2	Format: A4:Portrait. Pages: 68 Non Including Front and back cover. Paper: 80grms. Color: B&W. Front Cover page colored 200grms. Backing: 200grms. Binding: saddled Double sided 34 sheets of paper. Languages: Two volumes on in English and one in Arabic					
11	Booklet	Format: A4. Pages 40 portrait Non including Front and back cover. Paper 80 grms. Color: B&W. Front Cover page Colored 150gm, Backing 150 grms. Binding Saddled. Double Sided 20 sheets of paper. Languages: Two volumes on in English and one in Arabic.					
12	Poster	A2 portrait, full color poster. 120 grms gloss paper					
13	Sticker 1	Self-adhesive vinyl (SAV) sticker. A4 Portrait, full color					
14	Sticker 2	Self-adhesive vinyl (SAV) sticker. A5 Landscape, full color					
15	Banner	Full color banner printed on Flex wirth metal rings (grommits) on each corner and one on the mid distance each side/edge. Size H 1.5, L 2.50					
16	FAQ Flyer	A5 Portrait, 8 pages, double side printed, B&W, 80 grms paper, side stitched					