



**Invitation to Bid**  
**UNDP Southern Sudan case No.: ITB-SS-GDS-UNDP-029-2009**

Date: 17 June 2009

**Subject: ITB for one year for Supply of Assorted Stationery Items for UNDP, Southern Sudan**

1. UNDP solicits bids for the long term supply arrangement for various Office Supply and stationary items to the designated sites of UNDP, South Sudan, and Juba Office to be supplied in bulk in quantities listed herein.
2. The bidding documents consist of:

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	General Terms and Conditions
Annex IV.	Special Conditions
Annex V.	Schedule of Requirements
Annex VI.	Technical Specifications
Annex VII.	Bid Submission Form
Annex VIII.	Price Schedule
3. Interested Bidders may obtain further information at the following address:
4. Contact Person: Ms. Josephine Baruch-Tucker, Chief of Procurement
5. Name of Office: UNDP Juba, Southern Sudan
6. E-Mail: [bids.juba@undp.org](mailto:bids.juba@undp.org), cc: [bids.ss@undp.org](mailto:bids.ss@undp.org)
7. Bids must be delivered to the above office on or before 14:00 (Juba local time) on 06 July 2009. Late bids, and bids submitted by fax shall be rejected.
8. Bids will be opened at 14:30 (Juba local time) on the same date, in the presence of Bidders' Representatives, who chose to attend at the address, date and time indicated in the Bidding Documents.
9. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

  
Kun Vee Lee

Operations Manager  
UNDP Juba, Southern Sudan

## INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

1. **General:** The Purchaser invites Sealed Bids for the supply of goods to the UN system
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. SOLICITATION DOCUMENTS

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing at [bids.juba@undp.org](mailto:bids.juba@undp.org). The response will be made in writing by posting on the UNDP web site [www.sd.undp.org/bids.htm](http://www.sd.undp.org/bids.htm) to any request for clarification of the Solicitation Documents that is received earlier than five days prior to the Deadline for the Submission of Bids.
6. **Amendments of Solicitation Documents:** No later than five days prior to the Deadline for Submission of Bids, the procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the procuring entity may, at its discretion, extend the Deadline for the Submission of Bids.

### C. PREPARATION OF BIDS

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written in the language indicated on the Bid Data Sheet.

## 8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexes V, VI and VIII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

## 9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) That the Bidder has the financial, technical, and production capability necessary to perform the contract.

## 10. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

11. **Bid Currencies/Bid Prices:** All prices shall be quoted in US dollars or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

12. **Period of Validity of Bids:** Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to

Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

### 13. Bid Security:

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount indicated in the Bid Data sheet.
- (b) The Bid Security is to protect the Purchaser against the risk of the Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 13(g) below.
- (c) The Bid Security shall be denominated in the currency of the Purchase Order or in a freely convertible currency and shall be in one of the following forms:
  - i. bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad, and in the form provided in these Solicitation Documents, or,
  - ii. cashier's cheque, or certified cheque.
- (d) Any Bid not secured in accordance with Clauses 13 a) and 13 c) above will be rejected by the Purchaser as non-responsive pursuant to clause 20 of Instructions to Bidders.
- (e) Unsuccessful Bidder Bid Security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Purchaser pursuant to clause 12 of instructions to Bidders.
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders.
- (g) The Bid Security may be forfeited:
  - 1) If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or,
  - 2) In the case of a successful Bidder, if the Bidder fails:
    - i. to sign the Purchase Order in accordance with Clause 26 of Instructions to Bidders, or,
    - ii. To furnish Performance Security in accordance with Clause 27 of Instructions to Bidders.

## D. SUBMISSION OF BIDS

14. **Format and Signing of Bid:** The Bidder shall prepare *two copies* of the Bid (1 original and 1 copy), clearly marking each “Original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

### 15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and*
- (b) Make reference to the “subject” indicated in section I of these Solicitation Documents, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.*

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid’s misplacement or premature opening.

### 16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the office on or before the date and time specified in the ITB, and Bid Data Sheet of these Solicitation Documents.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

**17. Modification and Withdrawal of Bids:** The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

## **E. OPENING AND EVALUATION OF BIDS**

### **18. Opening of Bids:**

18.1 The Purchaser will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in section I of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid Security and such other details as the purchaser, at its discretion, may consider appropriate, will be announced at the opening. No Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 The Purchaser will prepare minutes of the Bid Opening.

**19. Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

### **20. Preliminary Examination:**

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

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

20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does

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

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

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up and delivery deadlines set by the UNDP South Sudan.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

## F. AWARD OF CONTRACT

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted

by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.

26. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.
27. **Performance Security:** The successful Bidder shall provide the Performance Security in the form of Bank Guarantee within 30 days of receipt of the Purchase Order from the purchaser.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new Bids.

## BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders	
16.1 Deadline for Submission of Bids:	<b>6th July 2009 at 14:00 hours (Juba local time)</b>	
15.1 (a) Bids to be received at:/Bids to be marked:	<b>UNDP Southern Sudan P.O Box Private Bag Juba, Southern Sudan</b>	<b>“Attention: PROCUREMENT BID BOX / PROCUREMENT SEALED BID – ITB for One Year Agreement for Supply of Assorted Stationery Items for UNDP Southern Sudan Office</b>  <b>No:- ITB-SS-GDS-UNDP-029-2009</b>  <b>DO NOT OPEN BEFORE 14:30 on 6th July 2009”</b>
18.1 Bid Opening	<b>14:30 hours, 6 July 2009, at UNDP Juba Office, South Sudan</b>	
7.0 Language of the Bid	<input checked="" type="checkbox"/> <b>English</b> or <input type="checkbox"/> Russian <input type="checkbox"/> Spanish <input type="checkbox"/> If others, specify	
11. Bid Price & Currency	<p>The prices offered will be fixed for the entire duration of the One Year of Agreement.</p> <p>The prices quoted in SDG (Sudanese Pounds), shall be as per following INCOTERMS 2000 and place:</p> <p><input type="checkbox"/> FOB    <input type="checkbox"/> FCA    <input checked="" type="checkbox"/> <b>CIP</b>    <input checked="" type="checkbox"/> DDU    <input type="checkbox"/> Other</p> <p>Places: <b>Juba, South Sudan. Transportation from warehouse/shop to Juba Office will be provided by UNDP South Sudan.</b></p>	
9. (a) and (b) Documents Establishing Bidder's Eligibility & Qualifications	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not required  (i) Registration of business in South Sudan. (ii) Evidence of 2 years of business in other organizations in South Sudan (iii) Shop/warehouse facility in Juba, South Sudan	
12. Bid Validity Period:	<input checked="" type="checkbox"/> <b>60 days</b> <input type="checkbox"/> If different, please specify	

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders		
14. (a) Bid Security	<input type="checkbox"/> Required <span style="margin-left: 200px;"><input checked="" type="checkbox"/> Not required</span>		
20. Preliminary Examination – completeness of bid.	<input checked="" type="checkbox"/> Partial bids permitted <span style="margin-left: 100px;"><input type="checkbox"/> <b>Partial bids not permitted</b></span>		
22&23: Evaluation of bids and award criteria	<p>Prices offered by qualified suppliers will be compared for the lowest priced offer(s) meeting technical specifications. In comparing prices, the total aggregate price (Unit Price*Quantity) of all items shall be evaluated.</p> <p>A total of 3 Suppliers will be awarded the LTA comprising of and complementing all items on the list.</p>		
24. Purchaser's Right to Vary Requirements at Time of Award	<input type="checkbox"/> 15 percent, increase or decrease of quantity	<input type="checkbox"/> Condition waived	<input checked="" type="checkbox"/> <b>The quantities are estimated only for a period of one year. Variation can occur</b>
Price Validity Minimum Quantity Levels	<p>The One year agreement price arrangement under bidding will not represent a contract, nor oblige UNDP to spend any monies. The Long Term price arrangement is a non-exclusive arrangement and UNDP has the right to purchase the same or similar goods from other suppliers at its sole discretion and as the situation may warrant.</p> <p>UNDP will issue purchase orders to the Supplier from time to time during the term of this One year agreement, making reference to the One year agreement, and setting out the quantities required, place of delivery and other instructions for the delivery of Assorted Stationery items.</p>		

## **General Terms and Conditions**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

### **2. PAYMENT**

2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

### **3. TAX EXEMPTION**

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

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

#### **4. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU INCOTERMS 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

#### **5. EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licenses required for the goods.

#### **6. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

#### **7. INSPECTION**

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### **8. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

#### **9. RIGHTS OF UNDP**

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

## **10. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

## **11. ASSIGNMENT AND INSOLVENCY**

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

## **12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM**

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

## **13. PROHIBITION ON ADVERTISING**

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

## **14. CHILD LABOUR**

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

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

## **15. MINES**

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

## **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 Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

### **16.2 Arbitration**

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

## **17. PRIVILEGES AND IMMUNITIES**

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## SPECIAL CONDITIONS AND TERMS OF SUPPLY

<b>Supply of Assorted Stationery Items</b>	
<input checked="" type="checkbox"/> <b>Applies</b> <input type="checkbox"/> Does not apply  <b>Long Term Supply Arrangement</b>	<p>UNDP shall enter into non-exclusive One year Agreements for the provision of the items and the quantities listed herein over a period of one year. The quantities indicated in Annex V, Schedule of Requirements, are provided as a good faith estimates and must not be deemed a firm commitment on the part of UNDP regarding any quantity for future purchases. Actual quantities to be ordered will depend on future requests from the programs and other UN agencies and estimates may not be reached or may be exceeded.</p> <p><b>UNDP will issue purchase orders to the Supplier(s) from time to time during the term of this One year agreement, making reference to the One year agreement, and setting out the quantities required, place of delivery and other instructions for the delivery of Assorted Stationery items.</b></p> <p>The initial validity of the agreement will be for one year after which it can be extended for another calendar year based on vendor's performance and mutual agreement on prices up to a maximum of three years.</p> <p>The One year agreement <i>does not</i> allow for a price adjustment mechanism on the basis of an evidence of price fluctuations in the input costs.</p> <p>Actual purchases will be made against Purchase Orders to be issued separately by UNDP in accordance with the terms and conditions of any resulting one year contract to be entered into by UNDP and the successful bidder(s).</p> <p><b>Other UN Agencies in South Sudan are also entitled to use this LTA and issue Purchase Orders to the Supplier(s) citing this LTA.</b></p>
<b>Payment</b>	
<input checked="" type="checkbox"/> <b>Applies</b> <input type="checkbox"/> Does not apply	<p>UNDP Juba will make payment within 30 days from receipt of the following documents:</p> <ul style="list-style-type: none"> <li>• Commercial invoice;</li> <li>• Delivery Report;</li> <li>• Quality Certificate certified by relevant authority</li> </ul>

<b>Liquidated damages</b>		
<input checked="" type="checkbox"/> <b>Applies not apply</b>	<input type="checkbox"/> <b>Does</b>	If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each additional day of delay until actual delivery, up to a maximum deduction of 10 percent of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order
<b>Confidentiality</b>		
<input checked="" type="checkbox"/> <b>Applies not apply</b>	<input type="checkbox"/> <b>Does</b>	The Supplier will observe professional secrecy/confidentially for the entire duration of the contract and after his completion on confidential information retrieved by the Administration of UNDP South Sudan for the purpose of implementing the contract.

### **TERMS OF SUPPLY**

The Supplier shall arrange bulk/wholesale supply of Assorted Stationery Items at prices on duty free basis.

- (a) Warehouse/storage and supply of the items is the sole responsibility of the Supplier.
- (b) The Assorted Stationery items shall be supplied to UNDP Offices and authorized by UNDP with suitable documentation.
- (c) Transportation from storage warehouse/shop to Juba Office shall be provided by UNDP South Sudan.**
- (d) All Items supplied, conditions of storage requirements, customs and taxation regulations, documentations (export/domestic), etc. must be in accordance to and comply with conditions and regulations in force as promulgated by the Government of South Sudan (GOSS). Compliance is the sole responsibility of the Supplier.
- (e) Preparation/submission of all documentation as required by GOSS regulations will be done by the Supplier.
- (f) All Items supplied shall be genuine, brand new, free from damages or fade and conform to the product specifications of the Principals and conform to standards and regulations enforced by the Government of Southern Sudan.

- (g) Any refurbished printer cartridges or any other item shall be rejected and returned to the Supplier. The Supplier shall be responsible for swift replacement of rejected items at no additional cost to UNDP.
- (h) Any damage resulting from proven contaminated Cartridges supplied to Printers, Copiers or other equipment using such cartridges will be the liability of the Supplier at its cost and risk for rectification, repair of damage, equipment.
- (i) On receipt of formal complaints from UNDP of rectification/repair will be arranged by the Supplier(s) at their own cost and risk, within a reasonable time period to the total satisfaction of UNDP or its authorized user, alternatively, in cases of emergency only, UNDP will arrange for the repair directly and cost of repairs will be reimbursed by the Supplier on actual cost reimbursement basis to UNDP within a period of 15 days from the date of claim.
- (j) Invoicing to be done on actual quantity supplied, duly certified by UNDP official concerned.
- (k) Payments will be made by UNDP in Local Currency by Cheque or electronic fund transfer (EFT) directly to the company concerned within one month period.
- (l) All pricing and contractual details are handled by UNDP Procurement Unit.

## SCHEDULE OF REQUIREMENTS-

<b><i>Delivery period</i></b>	The agreement will be valid for a period of one year after coming into affect. The delivery of items will be based on an actual purchase order issued by UNDP Southern Sudan Office, stating the quantities against each items, and delivery locations. Delivery period against each purchase order shall be 1-4 days within the date of purchase order.
<b><i>Delivery terms</i></b>	CIP/DDU Juba Southern Sudan (INCOTERMS 2000).
<b>Locations of the assignments</b>	Juba. South Sudan.  <b>Transportation from storage warehouse/shop to Juba Office shall be provided by UNDP South Sudan.</b>
<b>Specific Tasks</b>	The contractor will be required to provide UNDP all stationary items as listed in the Purchase Order.
<b><i>Supplier Qualification</i></b>	<u>Profile of the company:</u> Give a brief description of the company.  <u>Details of years in business:</u> The company must document having a minimum of two years experience in the relevant line of business.
<b><i>Packing</i></b>	Please refer to Annex III General Terms and Conditions (clause 6) for the minimum packing requirements.
<b><i>Certificate(s) of conformity</i></b>	Provision of copies of the documents, confirming that good are in compliance with compulsory requirements (norms and standards) for such type of goods - certificate(s)/record(s) of conformity, issued or acknowledged by relevant regulatory entity/body.
<b>Time Frame</b>	The duration of the service will be one year to start, subject to extension based on performance.
<b>Reporting</b>	The contractor will be reporting to the UNDP Head of Procurement and pass information on the availability of stationery items. At the end of every month, a brief report on effectiveness on working arrangement with UNDP is expected from the contractor.
<b>Expected background and Experience</b>	(i) Registration of business in South Sudan. (ii) Evidence of 2 years of business in other organizations in South Sudan (iii) Shop/warehouse facility in Juba, South Sudan

## TECHNICAL SPECIFICATIONS

### LIST OF SUPPLIES AND RELATED PRODUCTS

DESCRIPTION	UNITS	Estimated Quantity in a year	Unit Price	Total Price in one year
Complementary Slips	KPT	100pkt		
Envelopes B4, Brown	KPT	100pkt		
Envelopes B5, Brown	KPT	100pkt		
Envelopes C4, Brown	KPT	100pkt		
Envelopes C5 Brown	KPT	100pkt		
Headed Paper (Letter Head)	KPT	100pkt		
Book,A4	KPT	100pkt		
Book A4 1bond Page	EACH	100pcs		
Book, A5 Cash Request,3 NCR	EACH	100pcs		
Book, A5 Delivery Note, 3 NCR	EACH	100pcs		
Book A4 Expenditure Return Receipt book	EACH	100pcs		
Vehicle Log Book, 2CR	EACH	100pcs		
Logo Tape(Two Colors)	EACH	100pcs		
<b>PRINTER/COPIER TONERS &amp; CARTRIGES</b>				
Toner Q5949A for HP LASERJET 1320	Each	30Pcs		
Toner HP C4B44/C4836A/C4837/C4838A for INKJET 2250	Each	30Pcs		
Toner INK 85 for HP DESIGNJET30n	Each	30Pcs		
Toner 3906A for HP LASERJET 6L	Each	30Pcs		
Toner 5942A for LASERJET 4250	Each	30Pcs		
Toner 7115A for HPLASERJET 1200	Each	30Pcs		
Cartridge KM 2030 for KYOCERA PHOTOCOPIER	Each	30Pcs		
Toner 1339A for HP LASERJET 4300dtn	Each	30Pcs		
Fax cartridge A00243744 for PANASONIC	Each	30Pcs		

<b>DESCRIPTION</b>	<b>UNITS</b>	<b>Estimated Quantity in a year</b>	<b>Unit Price</b>	<b>Total Price in one year</b>
Fax cartridge A00243744 for PANASONIC UF-59Q-YC-	Each			
Toner 4844A/4836A/4837A/4838A for INKJET 2250	Each	30Pcs		
Toner Q5942 for HP LASERJET	Each	30Pcs		
Cartridge KM3035 for KYOCERA PHOTOCOPIER	Each	30Pcs		
Toner Q6511A for LASERJET 2300	Each	30Pcs		
Cartridge KM2020 for KYOCERA PHOTOCOPIER	Each	30Pcs		
Toner Q2610A for LASERJET 2300	Each	30Pcs		
Toner 4092A for HP LASERJET 1100	Each	30Pcs		
Toner 4096A for HP LASERJET	Each	30Pcs		
Toner cartridge C7115A	Each	30Pcs		
Toner cartridge C4096A	Each	30Pcs		
Hp No.9351(21) for 3940 PTR	Each	30Pcs		
Hp No. 130 Black (5743/5943)	Each	30Pcs		
Color printer cartridges Q6470A,Q6471A	EACH	30Pcs		
<b>STATIONERY LIST</b>				
Magazine leaflet holder GLOBE	Each	100pcs		
Ball point pens blue/black/green/red (BIC)	Each	2000Pkt		
Archiving boxes	Each	100boxes		
Archiving string 100 grams	Each	100boxes		
Waste paper basket	Each	100Pcs		
Journal book A4 1Quire	Each	2000pcs		
Journal book A4 2 Quire	Each	2000pcs		
Counter Book ruled 2 Quire A4	Each	2000pcs		
Counter Book ruled 3 Quire A5	Each	2000pcs		
Delivery book	Each	2000pcs		
Ledger book, hard cover ruled A4, 2 Quire	Each	2000pcs		
Ledger book, hard cover ruled A4,	Each	2000pcs		

<b>DESCRIPTION</b>	<b>UNITS</b>	<b>Estimated Quantity in a year</b>	<b>Unit Price</b>	<b>Total Price in one year</b>
3 Quire				
Office Analysis book DL 4160	Each	100pcs		
Signature book, Leitz 5701, A4	Each	2000pcs		
Telephone index book	Each	100pcs		
Box Holder For card index 6x4	Each	1000pcs		
Business card Holder A4	Each	500pcs		
Stock card A4	Ream	200pcs		
Cash box size 9.5cmx7.5cmx3.5cm	Each	100pcs		
Clip board A4, cardboard type	Each	200Boxes		
Paper clips, Bull dog 1"	Each	200Boxes		
Paper clips, Bull dog 2"	Each	200Boxes		
Paper clips, Bull dog 3"	Each	200Boxes		
Paper clips, Bull dog 4"	Each	200Boxes		
Paper clips size 28mm, No.2, TIANDA	Pkt	200Boxes		
Paper clips size 50mm, No.3, TIANDA	Pkt	200Boxes		
Metal clips for staff ID	Each	200Boxes		
Correction Fluid with thinner, BIC 20ml	Each	1000pcs		
Correction fluid without thinner, BIC 20ml	Each	1000pcs		
Desk diary A4, 1 day page	Each	1000pcs		
Desk diary A5, 1day page	Each	1000pcs		
Desk dairy A4, 2 day page	Each	1000pcs		
Pocket diary, 1 week a view	Each	1000pcs		
Document wallet, manila, ref 206	Each	1000pcs		
Document wallet, laminated zip clear	Each	1000pcs		
Embossed covers for Binding A4	Ream	1000pcs		
File fastener, No.8	Each	1000pcs		
Ring Binder File, 2 rings narrow A4	Pkt	1000pcs		
Ring Binder File, 2 rings narrow A5	Pkt	1000pcs		
Office Glue 160ml PRITT (non Toxic)	Each	1000pcs		
Ink pad 7x 11cm	Each	100pcs		
Ink for ink pad 28ml (without oil)	Each	100pcs		
Notice board, metal frame 1.2mx1.93m	Each	50pcs		

<b>DESCRIPTION</b>	<b>UNITS</b>	<b>Estimated Quantity in a year</b>	<b>Unit Price</b>	<b>Total Price in one year</b>
Office shredder rexel P180CD	Each	100pcs		
Self adhesive labels AFRI/	Each	100pcs		
Fax roll paper KXF 1100	Each	100pcs		
Rubber bandsx1100g	Each	100pcs		
White board c/w pen holder4x2 feet	Each	100pcs		
Blue tack bostick sticker	Each	100pcs		
Box files broad (GLOBE)	Each	10,0000pcs		
Calculators Casio MS-270LA,12 digits, solar/ battery, desk	Each	500pcs		
Cello tape(clear)1" (AFRI)	Each	200pcs		
Diskettes Sony, packet of 10 pieces	Each	100pcs		
Document wallet Manila (GLOBE).	Each	100pcs		
Document wallets clear (MY CLEAR BAG)	Each	1000pcs		
Embossed covers, assorted colours, 250g, A4	Ream	200pcs		
Envelopes B4 brown.	Each	500pcs		
Envelopes B5 brown	Each	500pcs		
Envelopes C5 brown.	Each	500pcs		
Envelopes C6 brown	Each	100pcs		
Envelopes DL size, plain, brown	Pkt	100pcs		
Envelopes DL size, plain, white	Pkt	100pcs		
Envelopes giant size C3, brown	Pkt	100pkt		
Erasers BR 40 (PELIKAN)	Each	100pcs		
File dividers, set OF 10, manila (RECORD)	Each	1000pcs		
Flip chart sheets 100g (50pcs/pad), BANK	Each	1000pcs		
Flip chart stand	Each	100pcs		
Glue sticks Medium, 20g	Each	100pcs		
In/out trays plastic, OMEGA	Each	1000pcs		
Paper, manila sheets, 250g, A4	Each	1000pcs		
Note book, A5 students no 410	Each	100pcs		
Pad, A4 ruled Loose leaf,	Each	100pcs		
Paper punch LEITZ 5008	Each	100pcs		
Pen holder small size,	Each	100pcs		
Pencils HB 110 STAEDLER	Each	1000pcs		
Pen, highlighter, yellow, P	Each	1000pcs		

DESCRIPTION	UNITS	Estimated Quantity in a year	Unit Price	Total Price in one year
10pcs/packet				
Pen, Permanent Markers, Blue/Black/Green/Red,	Each	1000pcs		
Pen-Whiteboard markers, Blue/Black/Green/Red	Each	1000pcs		
Photocopying papers A4 white, 80g,	Each	5000 boxes		
Paper, foolscaps, A4 ruled	Ream	100pcs		
Plastic folders, Leitz 4191	Each	1000pcs		
Plastic pockets with holes (Multi-punch)	Each	1000pcs		
Plastic pockets, Leitz 4102	Each	1000pcs		
Post it note pads large 125x75mm	Each	1000pcs		
Post it note pads small 1.5"x2"	Each	1000pcs		
Post it note pads medium 75x75mm	Each	1000pcs		
Ring binders blue	Pkt	1000pcs		
Ruler plastic, 30cm	Each	1000pcs		
Scissors 8 inches, plastic handle	Each	1000pcs		
Spirals 8mm	Pkt	1000pcs		
Spirals 12mm	Pkt	1000pcs		
Spirals 9.5mm	Pkt	1000pcs		
Spring Files manila	Pkt	1000pcs		
Staple pins 24/6,	Each	1000pcs		
Staple remover, extractor INDEX	Each	1000pcs		
Staple Rapid 2	Each	1000pcs		
Suspension files RAPID T/L	Each	1000pcs		
Transparencies folder	Ream	1000pcs		
Masking tapes 2"	Each	1000pcs		
Brown Packing tape	Each	1000pcs		
<b>Grand Total Aggregate Price</b>				

**Note**

- Prices shall be valid for the entire period of Bid validity, 60 days, and fixed for one year upon signing of LTA
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

**BID/PROPOSAL SUBMISSION FORM**

**To: Procurement Unit  
UNDP Southern Sudan  
P.O Box Private Bag  
Juba, Southern Sudan**

Dear Sir / Madam,

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

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

We agree to abide by this Bid for a period of 60 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name of Bidder:

Address of Bidder:

Authorized Signature:

Date:

Name of Authorised  
Signature (type or print)

Functional Title of  
Signatory

**PRICE SCHEDULE**

1. The Price Schedule may be provided on the Technical Specification Table.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

Signature of Bidder .....