



Invitation to Bid
UNDP/ITB/ECP/2012/017

Date: 28th November 2012

Dear Sir/Madam,

Subject: **INVITATION TO BID (ITB) FOR PRINTING OF TAMPER EVIDENT SECURITY BAGS FOR GENERAL ELECTIONS IN PAKISTAN**

Electoral Cycle Support to the Electoral Commission of Pakistan, a project of United Nations Development Programme (UNDP) invites you to submit a bid **for ‘Printing of Tamper Evident Security Bags for General Elections in Pakistan’**

1. To enable you to submit a bid, please find enclosed:

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|-------------|------------------------------|
| 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 |

2. The bid proposals submitted by the companies must account for any holidays (Christmas or New Year) during the production timeline and must build the proposals to meet the tight timelines without any hindrance caused from the holidays. The costs should therefore include any extra shifts required to undertake the task.

3. Interested Bidders may obtain further information at the following e-mail address:
alfonso.ortega@undp.org

4. Bids must be delivered to **UNDP Registry Unit, 2nd Floor Serena Business Complex, Islamabad, Pakistan** or send by mail to bids.pk@undp.org on or before 14:00 hrs Islamabad time, **10th December 2012**. Late bids shall be rejected.
5. Bids will be opened in the presence of Bidders' Representatives, who chose to attend at the **UNDP Main Conference Room, 4th Floor, and Serena Business Complex at 15:00 hrs Islamabad time**. *To facilitate the access to Serena Business Complex, bidders must submit the name of the representative attending the bid opening no later than COB Friday, December 07th*
6. This letter is not to be construed in any way as an offer of contract; your bid could however form the basis for a contract between your company and UNDP. Bidders are encouraged to acknowledge receipt of this ITB by E-mail to the UNDP contact specified and to request an electronic version of the Bid Submittals. Offeror(s) are requested to complete all the details required in the ITB and conform to the instructions.

Sincerely,

Noor M Zia

The Manager, Procurement Unit
UNDP, 4th Floor, Serena Business Complex
Khayaban-e—Suhrawardi,
G-5, Islamabad.

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The Purchaser invites Sealed Bids for **Printing of Tamper Evident Security Bags for General Elections in Pakistan**. The scope of services and the price will become part of the contract in addition to other standard items. Being a Elections project, there is a need to **Fast Track and deliver the Tamper Evident Security Bags specified within a limited time frame of 4 weeks from date of signed Purchase Order (PO).**
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. The response will be made 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 Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later **6th December 2012**. The deadline for Submission of Bids is **10th December 2012**, 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 Annexures 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 authorised 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. Export License:

All bidders/vendors must aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal:

A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;

Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

10. Documents Establishing Goods' Conformity to Bidding Documents

11. 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.

12. Bid Currencies/Bid Prices: All prices shall be quoted in **Pakistanis Rupees for Pakistan Companies and US dollars for International companies**. 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.

13. 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.

14. Bid Security: (Not Applicable)

- (a) The Bidder shall furnish as part of its Bid a Bid Security to the Purchaser in the amount of 3 % of the Offer Value.
- (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 check or certified check.
- (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 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

15. Format and Signing of Bid: The Bidder shall prepare two copies of the Bid, 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.

16. Sealing and Marking of Bids:

16.1 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.

16.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in section 16; and
- (b) make reference to the **BID NO UNDP/ITB/ECP/2012/017– Printing of Tamper Evident Security Bags for General Elections in Pakistan** and a statement: "**DO NOT OPEN BEFORE 10th December, 2012 at 15:00 hrs**" Islamabad Time

16.3 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". **Samples are required under this bid, this should be separately included in a third envelope and the envelope should be clearly marked as a sample. Please make sure that the sample are prepared based on the Technical Specifications, including the artwork provided.**

16.4 If the outer envelope is not sealed and marked as required by clause 16.2 of Instructions to Bidders, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

17. Deadline for Submission of Bids/Late Bids:

17.1 Bids must be delivered to the office on or before the date and time specified below:

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| Deadline for Submission of Bids: | <u>10th December, 2012</u> at 14:00 hrs Islamabad time |
| Bids to be received at:/Bids to be marked: | <p>UNDP Registry Unit, 2nd Floor Serena Business Complex, Islamabad, Pakistan or send by mail to bids.pk@undp.org "SEALED</p> <p>Printing of Tamper Evident Security Bags for General Elections in Pakistan"</p> <p><u>10th December, 2010 at 14:00 HRS</u></p> <p>NOT TO BE OPENED BY REGISTRY"</p> <p>DO NOT OPEN BEFORE <u>10th December, 2010 at 15:00 hrs</u> Islamabad time</p> |
| <p><u>Bids may be submitted by e-mail at this address; bids.pk@undp.org</u></p> <p><u>Late bids will not be accepted</u></p> | |
| Public Bid Opening: | <p>Bids will be opened in the presence of Bidders' Representatives who choose to attend on <u>10th December 2010, at 15:00 hours</u> Islamabad time, at the UNDP Registry Unit, 2nd Floor Serena Business Complex, Islamabad</p> <p><i>To facilitate the access to Serena Business Complex, bidders must submit the name of the representative attending the bid opening no later than COB Friday, December 07th</i></p> <p>Only registered bidders will be allowed to attend the bid opening.</p> |
| Bid Validity Period: | 120 Days from the Bid Opening Date. |
| Deviations: | Minor deviations from the relevant description and specifications in Annex V Supply Requirements, may be considered. Any deviation must be disclosed in writing in the Bidder's Statement Regarding Deviations/Non-Compliance in Annex VI . |
| <p><u>Bids are to be submitted by the deadline as stipulated above either as sealed bids or e-mail. The size of the mail should not exceed 5MB</u></p> | |

17. 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 section I 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.

18. 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

19. Opening of Bids:

19.1 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.

19.2 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.

19.3 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.

19.4 The Purchaser will prepare minutes of the Bid Opening.

20. 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.

21. Preliminary Examination:

21.1 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.

21.2 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.

21.3 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.

22. 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.

23. 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 | |
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| 1 | Compliance with pricing conditions set in the ITB. |
| 2 | The bidders must have experience in similar work. |
| 3 | The Company should submit a copy of audited financial statements for the last two years |
| 4 | Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements. (submission of sample printed in the past is mandatory, accompanied with the description of security features used– samples should depict the capacity of printers to undertake the printing provided for in the technical specifications) |
| 5 | Compliance with Special and General Conditions specified by these Solicitation Documents (provide statement of confirmation) . |
| 6 | The Company must agree to comply with the UN tax free status |
| 7 | The bidders must agree to provide a bid security (performance bond/guarantee) for 10% of the value of the offer/bid. |
| 8 | The company who submits the proposal must be of good reputation and above any suspicions to have any stake in the outcome of the Elections. |
| | |

Failure to meet any of the above conditions will result in technical disqualification of the firms.

F. Award of Contract

24. 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.

25. 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.

26. 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.

27. Signing of the Purchase Order: Within **1** (one) days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.

28. Performance Security: The successful Bidder shall provide the Performance Security on the Performance Security Form provided for in these Solicitation Documents, 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.

29. Vendor Protest: Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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 |
|--|--|
| Language of the Bid | <input checked="" type="checkbox"/> English French Spanish If others, specify..... |
| Bid Price | The prices quoted shall be as per following INCOTERMS 2000 and place: FOB FCA CPT <input checked="" type="checkbox"/> DAP Other |
| Documents Establishing Bidder's Eligibility & Qualifications | <div> <input checked="" type="checkbox"/> Required. <input type="checkbox"/> Not required. </div> <div> a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder. </div> <div> b) List and value of contracts performed for the last three years with similar nature/size to the subject ITB, plus clients who may be contacted for further information on those contracts. A minimum number of 3 contracts, implemented over the last 3 years, of a similar nature and complexity must be provided. </div> <div> c) Manufacturer's Authorization for the Bidder to submit a bid, and subsequently negotiate and sign the Contract. </div> <div> d) List of resources in terms of equipment, software compatibilities, specialty equipment such as die cutting, stamping, printing, fulfillment equipment, etc. Bidder must provide a list of equipment showing (for each machine) the manufacturer, the model, the maximum and minimum sizes it can handle, the age, and the average output, as well as backup support to cater for electricity blackouts and equipment </div> |

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| | <p>breakdown.</p> <p>e) Independently financial audited accounts for the last two years in English. UNDP will check the financial accounts to compute the quick ratio. Quick ratio which tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities. Bidders with financial accounts that show a quick ratio of less than one (1) will be disqualified.</p> <p>f) The average turnover for the past two years should be approximately USD 200,000</p> | | |
| Bid Validity Period. | <input checked="" type="checkbox"/> 120 days If different, please specify..... | | |
| Bid Security | Required. <input checked="" type="checkbox"/> Not required. | | |
| Preliminary Examination – completeness of bid. | <input checked="" type="checkbox"/> Partial bids NOT permitted – | | |
| Purchaser's Right to Vary Requirements at Time of Award | <input checked="" type="checkbox"/> 25 percent increase or decrease. Remain unchanged. | <input type="checkbox"/> Condition waived | <input type="checkbox"/> Condition applies but change limit to percent. |
| Compliance with any other clause required? | No. If yes, specify: | | |

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 fulfilment 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 licences 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 fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, 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.

12. LATE DELIVERY

13. 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

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

| | |
|--|---|
| Warranty/Guarantee | |
| <input type="checkbox"/> Applies <input checked="" type="checkbox"/> Does not apply | If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair. |
| Liquidated damages | |
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | 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 week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order |
| Performance security | |
| <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does not apply | a) Within 10 days of receipt of the Purchase Order from the purchaser, the successful Bidder shall furnish a Performance Security to the Purchaser in the amount of 10% of the Purchase Order Value. b) The Performance Security shall be valid until a date 30 days from the date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity. c) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract. d) The Performance Security shall be denominated in the currency of the Purchase Order and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the purchaser's country or abroad in the form provided in these Solicitation Documents. e) The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation. |
| <input type="checkbox"/> Applies <input type="checkbox"/> Does not apply | |

SCHEDULE OF REQUIREMENTS

| | |
|-------------------------------------|---|
| Quantity | 2 Options of units based on different sizes and color: 400,000 for 215mm x 360 mm and 50,000 for 305 mm x 425 mm |
| Delivery period – | The Production time and delivery of Tampered Security Bags is expected to be a maximum of <u>4 weeks from the date of issue of purchase order (PO)</u> |
| Delivery terms | DPA (INCOTERMS 2000) Islamabad, Pakistan designated Warehouse. |
| Specific Tasks | Printing of Tamper Evident Security Bag and delivery to the designated locations specified above |
| Packing | Please refer to packaging and distribution instructions specified under specifications.. |
| Certificate(s) of conformity | 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. |

TECHNICAL SPECIFICATIONS

**PROVISIONAL SPECIFICATION FOR THE PRINTING AND PACKING OF TAMPER EVIDENT SECURITY BAGS
FOR GENERAL ELECTIONS IN PAKISTAN**

UNDP is requested to procure Tamper Evident Security Bags for the General Elections in Pakistan. The contracted company (s) will need to provide services for: print, packing and palletisation of tamper bags for multiple shipping and handling. The specifications listed below are subject to change. However, all bids must follow the exact specifications listed below (where applicable) and provide data on costs on a unit basis, to allow for changes, within tolerances, without having to re-tender. Suggested tolerances of $\pm 25\%$ in quantities of tampered bags should be stated within the tender

Option 1

| No | Item | Description | Specifications and minimum requirements | Use | Quantity |
|----|------|--------------------|---|-------------------------------|----------|
| 1 | TEB | Tamper Evident Bag | 1. Plastic Tamper Evident Security Envelope, 2. Size: 215mm x 360 mm (to fit Legal Size Paper), 3. Default (White) Color Background, 4. Two Color Print (Black and Green), 5. Unique Serial Number, 6. Adhesive Tamper Evident Seal. | Transport Sensitive Documents | 400,000 |
| 2 | TEB | Tamper Evident Bag | 1. Plastic Tamper Evident Security Envelope, 2. Size: 305 mm x 425 mm (to fit A3 Size Paper), 3. Default (White) Color Background, 4. Two Color Print (Black and Green), 5. Unique Serial Number, 6. Adhesive Tamper Evident Seal. | Transport Sensitive Documents | 50,000 |

Option 2

| No | Item | Description | Specifications and minimum requirements | Use | Quantity |
|----|------|--------------------|---|-------------------------------|----------|
| 1 | TEB | Tamper Evident Bag | 1. Plastic Tamper Evident Security Envelope, 2. Size: 215mm x 360 mm (to fit Legal Size Paper), 3. <u>Different (Yellow) Color Background,</u> 4. Two Color Print (Black and Green), 5. Unique Serial Number, 6. Adhesive Tamper Evident Seal. | Transport Sensitive Documents | 400,000 |
| 2 | TEB | Tamper Evident Bag | 1. Plastic Tamper Evident Security Envelope, 2. Size: 305 mm x 425 mm (to fit A3 Size Paper), 3. <u>Different (Yellow) Color Background,</u> 4. Two Color Print (Black and Green), 5. Unique Serial Number, 6. Adhesive Tamper Evident Seal. | Transport Sensitive Documents | 50,000 |

Packing:

- a. Tamper Evident Security Bags should be packed in booklets of 500.
- b. The number of ballots within the pack.
- c. The serial number range of the ballots within the pack
- d. Each box of ballots is to be labelled, on two sides, with the following information:
 - The number of Tamper Evident Security Bags inside the box
 - The range of ballot serial numbers within the box

Samples are required under this bid, this should be separately included in a third envelope and the envelope should be clearly marked as a sample. Please make sure that the sample bears the Seal and Stamp of the bidder. THE SAMPLE MUST PROVIDE THE TWO COLOR PRINT BLACK AN GREEN ARTWORK BELOW:

PK (TEB-I)0001



الیکشن کمیشن آف پاکستان

Number and Name of Constituency _____

☐ National Assembly of Pakistan
Provincial Assembly of ☐ Punjab ☐ Sindh ☐ Khyber Pakhtunkhwa ☐ Baluchistan

Number and name of polling station _____

Form-XIV Statement of the count

Form-XV Ballot papers account

Signature of Candidates

Election Agents/ Polling Agents

Signature of the Presiding Officer



TO REMOVE CONTENTS-CUT ALONG BOTTOM DOTTED LINE

DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN

DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN

PK (TEB-II)0001



ایکشن کمیشن آف پاکستان

Number and Name of Constituency _____

☐ National Assembly of PakistanProvincial Assembly of ☐ Punjab ☐ Sindh ☐ Khyber Pakhtunkhwa ☐ Baluchistan

Form-XVI (Consolidation statement of the results of the count furnished by the Presiding Officers)

Form-XVII Result of the count

Signature of Candidates

Election Agents/ Polling Agents

Signature of the Returning Officer

TO REMOVE CONTENTS-CUT ALONG BOTTOM DOTTED LINE



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DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN - DO NOT CUT HERE TO OPEN

Annex VII.
BID/PROPOSAL SUBMISSION FORM

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [*description of goods*] 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 120 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.

Dated thisday of[*year*].

.....
Signature

.....
[*in the capacity of*]

Duly authorised to sign the Bid for and on behalf of

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
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. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
6. In addition to the hard copy, if possible please provide also the information on diskette (IBM compatible).

| S.No. | Description | Unit | Option 1 (White Color) | | | Option 2 (Yellow Color) | | |
|-------|---|--------------------|------------------------|---------------------|-------------|-------------------------|---------------------|-------------|
| | | | Unit Price * | Quantity Required | Total Price | Unit Price * | Quantity Required | Total Price |
| A1 | Tampered Evident Bag (Size 215 x 360 mm) | Each TB | | 400,000 | - | | 400,000 | |
| A2 | Tampered Evident Bag (Size 305 x 425 mm) | Each TB | | 50,000 | - | | 50,000 | |
| A5 | Total cost of Printing Tampered Bags with mandatory specifications | | | | - | | | |
| A6 | Timeline for Production and delivery | Required = 4 weeks | | Proposed by printer | | Require d = 4 weeks | Proposed by printer | |

- ***Unit price should be based on Incoterms used i.e. DPA**
- **Note: In case of discrepancy between unit price and total, the unit price shall prevail.**
- **Prices shall be valid for the entire period of Bid validity, 120 days,**

Signature of Bidder

Name of Authorized Signatory.....

Functional Title.....