

INVITATION TO BID

ITB/TGSP-025-14

**Supply of Office Stationeries on Long Term Agreement
(LTA) Basis**



United Nations Development Programme

November, 2014

Section 1. Letter of Invitation

November 10, 2014

Establishment of Long Term Agreements (LTAs) for Supply Office Stationeries ITB/TGSP-025-14

Dear Bidder,

The United Nations Development Programme (UNDP) hereby invites Tonga based qualified Stationeries suppliers to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements and Technical Specifications
- Section 4 – Bid Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
- Section 6 – Technical Bid Form
- Section 7 – Price Schedule Form
- Section 8 – Contract to be Signed, including General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, together in a sealed envelope, should be submitted in accordance with Section 2.

Should you require any clarification, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Osnat Lubrani
UNDP
Resident Representative

Section 2: Instruction to Bidders¹

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

¹ Note: this Section 2 - Instructions to Bidders shall not be modified in any way. Any necessary changes to address specific country and project information shall be introduced only through the Data Sheet.

- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) *“Supplemental Information to the ITB”* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other

- documents to be used for the procurement of the goods and related services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid :

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

- 7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
- 8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- 9.1 Bid Submission Cover Letter Form (see ITB Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
- 9.3 Technical Bid (see prescribed form in ITB Section 6);
- 9.4 Price Schedule (see prescribed form in ITB Section 7);
- 9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9-11, see prescribed Form in ITB Section 8);
- 9.6 Any attachments and/or appendices to the Bid (including all those specified under the **Data Sheet**)

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the **Data Sheet** (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

- 11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Bidder shall structure the Technical Bid as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.
- 15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS noS. 29 and 30).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All bidders are therefore required to submit the following in their bids :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as "Dangerous Goods".

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Bidder fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

- 18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfactions. These include, but are not limited to the following:

- 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; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

- 18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

20. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

21. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's

conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :

- a) Bear the name of the Bidder;
- b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
- c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

If the envelope is not sealed nor labeled as required, the Bidder shall assume the responsibility for the misplacement or premature opening of Bid due to improper sealing and labeling by the Bidder.

23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

23.4 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS no. 20 and 21).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bid

- 25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.
- 25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.
- 25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;

- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

31. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

32.3 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.4 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.5 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.6 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET²

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title	ITB/TGSP-025-14: Establishment of a Long Term Agreement (LTA) for Supply of Office Stationeries
2		Title of Goods/Services/Work Required:	Supply of Office Stationeries
3		Country:	Tonga
4	C.13	Language of the Bid:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall be considered subject to new stationeries introduced in the market.
7	C.22	A pre-Bid conference will be held on:	N/A
8	C.21.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Bid Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Bid Security	N/A

11	B.9.5 C.15.4 a)	Validity of Bid Security	120 days from the last day of Proposal submission. Proposal Security of unsuccessful Bidders shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: If the supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the UN purchasing authority shall, without prejudice to its other remedies under the purchase order, 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 per cent of the purchase order price. Once the maximum is reached, the UN purchasing authority may consider termination of the purchase order.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17 C.17.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> Tongan Pagan (TOP)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	Latest date to submit clarification is ten (10) days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ³	Focal Person in UNDP: George Vete E-mail address dedicated for this purpose: procurement.fj@undp.org ; cc george.vete@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective bidders by email or posting on the UNDP website www.fj.undp.org
19	D.23.3	No. of copies of Bid that must be submitted	One

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

20	D.23.1 b) D.23.2 D.24	Bid submission address	<p>The submission shall bear the name and address of the Bidder and shall be addressed to:- United Nations Development Programme(UNDP) Office, TGSP Level 2,Molisi Shopping Building, Salote Road .Tonga. Tel: Tel.: 24045</p> <p>Marked with: INVITATION TO BID ITB/TGSP-025-14: Supply of Office Stationeries (LTA)</p>
21	C.21.1 D.24	Deadline of Bid Submission	1 st December, 2014, 5.00pm (Tongan Time)
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1 c)	Date, time and venue for opening of Bid	<p>Date and Time: December 2, 2014 10:00 AM</p> <p>Venue: Level 2, UNDP TGSP Office, Molisi Supermarket, Salote Road. Tonga.</p> <p>(NOTE: Public bid opening)</p>
25		Evaluation method to be used in selecting the most responsive Bid	<p><input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and</p> <p><input checked="" type="checkbox"/> Most responsive bid based on “Lowest Priced, technically compliant bid for each items”. Top 2 bidders that quoted for the most items at the lowest price per item may be awarded.</p>
26	C.15.1	<p>Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only)</p> <p><i>[check all that apply, delete those that will not be required.]</i></p>	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</p> <p><input checked="" type="checkbox"/> VAT Registration</p> <p><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Trade name registration papers, if applicable</p>

			<input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location (Tonga) of office <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>[2 years]</i> <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past <i>3 years</i> . <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. <input checked="" type="checkbox"/> Written statement under your organization letter head assuring compliance with Tonga employment laws (i.e fair terms and conditions, including safe work practices, for your employees. This includes salary, contribution to the FNPF, occupational health and safety and paid leave entitlements, etc).
27		Other documents that may be Submitted to Establish Eligibility	(i) Please refer to Section 2, Clause 15 of the ITB and Section 6, Technical Bid Form (ii) Catalogues highlighting information related to the proposed goods
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	Please refer to Section 2, Instructions to Bidders, Clause 15 and Section 6, Technical Bid Form. Also refer Data Sheet No. 26.
29	C.15.2	Latest Expected date for commencement of Contract	<i>January 1, 2015</i>
30	C.15.2	Maximum Expected duration of contract	The initial validity of the Long-Term Supply Agreement will be for one year after which it can be

			extended for one more year based on vendor's performance and mutual agreement on prices up to a maximum of two years.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One or more Bidders (max 2 bidders), depending on the following factors : <i>Most responsive bid based on "Lowest Priced, technically compliant bid for each items". Top 2 bidders that quoted for the most items at the lowest price per item may be awarded.</i> Note: If a Proposer declines or offers major deviations to the General Conditions of Contract, the offer(s) will be declined at any stage (either at the proposals evaluation stage or contract negotiation).
32	F.34	Criteria for the Award and Evaluation of Bid	<u>Award Criteria</u> <input checked="" type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications <input checked="" type="checkbox"/> <i>Most responsive bid based on "Lowest Priced, technically compliant bid for each items". Top 2 bidders that quoted for the most items at the lowest price per item may be awarded.</i> <input checked="" type="checkbox"/> Compliance on the following qualification requirements : <u>Bid Evaluation Criteria</u>⁴ <input type="checkbox"/> Minimum of three (3) years of experience in similar contracts: <input checked="" type="checkbox"/> Minimum no. of similar projects undertaken over the past 3 years; <input checked="" type="checkbox"/> Highest value of top three contract for the past three years; <input checked="" type="checkbox"/> Full compliance of Bid to the Technical Requirements; <input checked="" type="checkbox"/> Warranty on parts and services as per the minimum number of years stated in the specification and compliance sheet for each for each item; <input checked="" type="checkbox"/> Acceptability of the Transportation/Delivery Schedule;;
33	E.29	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial

⁴ Pls. reconcile and ensure consistency with the contents of the Technical Specifications

			documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's office or other places where business transpires, with or without notice to the bidder;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> A countersigned and duly executed contract
35		Other Information Related to the ITB ⁵	<ul style="list-style-type: none"> • This arrangement does not oblige UNDP to spend any monies. The Long term price arrangement is a nonexclusive arrangement and UNDP has the right to purchase the same or similar goods from other suppliers at its sole discretion as the situation may warrant. • UNDP will issue requests/Purchase orders from time-to time during the term of this one year arrangement making reference to the one year agreement and setting out the quantities required, place of delivery and other instructions for the delivery of stationery items. • Other UN agencies in Tonga Islands are also entitled to use this LTA and issue purchase orders to the supplier citing this LTA. • UNDP is not obligated to purchase any specific volume of goods. • Bidders are required to provide sample of proposed stationeries. <p>Bidders are required to demonstrate the following in their proposal in-addition to the mentioned criteria:</p> <ul style="list-style-type: none"> • Gender equality at their workplace • Environment sustainability efforts • Adherence to national labor laws

⁵ Where the information is available in the web, a URL for the information may simply be provided.

Section 3a: Schedule of Requirements and Technical Specifications

UNDP based in Tonga endeavors secure the services of multiple vendors (maximum 2) to supply office stationeries. These stationeries will be used for workshops, office use and other activities the Agencies may take part in.

No.	DESCRIPTION/SPECIFICATION OF ITEMS TO BE SUPPLIED	Unit of Measure	Compliance (Yes/No)	Deviation (if any)	Delivery time in weeks
	HIGHLIGHTER COLOUR				
1	Blue (Tip size – Chisel)	Pkt			
2	Dark Green (Tip size – Chisel)	Pkt			
3	Light Green (Tip size – Chisel)	Pkt			
4	Orange (Tip size – Chisel)	Pkt			
5	Pink (Tip size – Chisel)	Pkt			
6	Purple (Tip size – Chisel)	Pkt			
7	Yellow (Tip size – Chisel)	Pkt			
	PERMANENT MARKER COLOUR				
8	Blue (Tip size – Bullet)	Pkt			
9	Black (Tip size – Bullet)	Pkt			
10	Green (Tip size – Bullet)	Pkt			
11	Red (Tip size – Bullet)	Pkt			
12	Black (Tip size – Bullet)	Pkt			
	WHITE BOARD MARKER COLOUR				
13	Black (Tip size – Bullet)	Pkt			
14	Blue (Tip size – Bullet)	Pkt			
15	Green (Tip size – Bullet)	Pkt			
16	Orange (Tip size – Bullet)	Pkt			
17	Red (Tip size – Bullet)	Pkt			
18	Red ink (Tip size – Bullet)	Pkt			
19	Green (Tip size – Bullet)	Pkt			
	FILES/PAPERS/ENVELOPE				
20	Envelope Letter (White – Window 22x11.5cm)	Pkt			
21	Letter(Airmail) (White – Window 22x11.5cm)	Pkt			
22	Letter (White) (White – Window 22x11.5cm)	Pkt			
23	A3 size photocopy paper 80gsm	Ream			

	(White)				
24	A3 photocopy paper white 80gsm – box	Ream			
25	A4 size Envelope (White)	Pkt			
26	A4 size Envelope (Brown)	Pkt			
27	A5 size Envelope (Brown)	Pkt			
28	A5 size Envelope (White)	Pkt			
29	A4 photocopy paper white 80gsm – box	Ream			
30	A4 photocopy paper Blue 80gsm – rims	Ream			
31	A4 photocopy paper Pink 80gsm– rims	Ream			
32	A4 photocopy paper Yellow 80gsm – rims	Ream			
33	Clear Sheet Protector (100shts p/box) – sheets	Box			
34	Crystal Clear File Tab	Pkt			
35	Arch lever Files A4	Box			
36	Manila Folder – Std (Pkt of 100)	Pkt			
37	Manila folder Red (Pkt of 100)	Pkt			
38	Manila folder Grey (Pkt of 100)	Pkt			
39	Manila folder Orange (Pkt of 100)	Pkt			
40	Manila folder Green	Pkt			
41	A4 Bubble Envelope	Each			
42	A5 Bubble Envelope	Each			
43	Classification Folder Legal size (2 dividers) - Hard Cover	Pkt/box			
45	Classification Folder Legal size (4 dividers) - Hard Cover	Pkt/box			
46	Classification Folder Legal size (6 dividers) - Hard Cover	Pkt/box			
47	File Dividers A-Z	Pkt			
48	File Dividers White 5Tab	Pkt			
49	File Dividers un punched 5 tab	Pkt			
50	File Dividers Pink A4 10 tab	Pkt			
51	Manila Assorted colour Dividers 5 tab A4	Pkt			
52	Hard Cover (Black) for binding (Assorting colors)	Pkt			
53	Vanguard sheets (Assorted Colours)	Each			
54	Big rolls of brown paper (thick-to use for workshop or for packing shipments)	Each/Roll			
55	White A4 paper for invitation cards 220 gsm	Pkt			
	BINDERS				

56	Binder Spiral 8mm	Pkt/Box			
57	Binder Spiral 10mm	Pkt/Box			
58	Binder Spiral 12mm	Pkt/Box			
59	Binder Spiral 14mm	Pkt/Box			
60	Binder Spiral 16mm	Pkt/Box			
61	Binder Spiral 18mm	Pkt/Box			
62	Binder Spiral 20mm	Pkt/Box			
63	Binder Spiral 22mm	Pkt/Box			
64	Binder Spiral 25mm	Pkt/Box			
65	Binder Spiral 28mm	Pkt/Box			
66	Binder Spiral 32mm	Pkt/Box			
67	Binder Spiral 35mm	Pkt/Box			
68	Binder Spiral 45mm	Pkt/Box			
69	Paper fasteners for manila folders	Pkt			
	STORAGE MEDIA				
70	CD/R (in pks of 10)	Pkt			
71	CD/R (in Spindle)	Spindle			
72	CD/R (loose)	Each			
73	DVD R (Single)	Each			
74	DVD RW (Single)	Each			
	PAPER CLIPS/PINS				
75	Fold back clips large 50mm –	Box			
76	Fold back clips medium 32mm (12bx p/box) box	Box			
78	Fold back clips small 15mm (12bx p/box) box	Box			
79	Fold back clips small 51mm – pcs	Box			
80	Fold back clips small 19mm (12bx p/box) box	Box			
81	Fold back clips small 25mm (12bx p/box) box	Box			
82	Fold back clips small 11mm	Box			
83	Slide on paper clips 30mm	Box			
84	Slide on paper clips 50mm (10bx p/box) box	Box			
85	Slide on paper clips 33mm (10bx p/box) box	Box			
86	Slide-on paper clips 30mm (colored)	Box			
87	Slide-on paper clips 50mm (colored)	Box			
88	Slide-on paper clips 33mm (colored)	Box			
89	Heavy duty staple pins 1/2" (1bx) – sheets	Pkt/Box			
90	Heavy duty staple pins 1/4" (2bx) - pcs	Pkt/Box			
91	Heavy duty staple pins 23/24"	Pkt/Box			
92	Heavy duty staple pins 3/8"	Pkt/Box			

93	Letter Clips 63mm	Pkt			
94	Letter Clips 30mm	Pkt			
95	Letter Clips 38mm	Pkt			
96	Letter Clips 52mm	Pkt			
97	Letter Clips 64mm	Pkt			
98	Office pins – pkts	Pkt			
99	Assorted colour flag pins	Pkt			
100	Standard staple pins 26/6" box	Pkt			
101	Staple Pins 9/16	Pkt/Box			
102	Staple Pins 73/10	Pkt/Box			
103	Staple Pins 73/12	Pkt/Box			
104	Staple Pins 23/12	Pkt/Box			
105	Staple Pins ¼	Pkt/Box			
106	Chart pins	Box			
	EXERCISE BOOKS/NOTE BOOKS/LECTURE PAD				
107	Exercise Book (200 pgs) – A4	Each			
108	Lecture Pad 100pgs	Each			
109	Lecture Pad 150pgs	Each			
110	Note Book 200 pgs (A1-A5)	Each			
111	Note Book 100pg (A1-A5)	Each			
112	Note Book (80mm) A5 100pg	Each			
113	Note Book (small) 100pg	Each			
114	Note Pads (A4)	Each			
	OTHER STATIONERY				
115	Step file organizer - silver	Each			
116	Name tags (Plastic) with lanyard	Each			
117	Chalk	Box			
118	Clear celco tape (thin)	Each			
119	Correction pen (twinks)	Each			
120	Desk Organizer	Each			
121	Dustless chalk	Box			
122	Glue Stick	Each			
123	Heavy duty stapler 15/16	Pkt/Box			
124	Heavy duty stapler 23/10	Pkt/Box			
125	Inbox Tray (3 tier)	Each			
126	Masking celco tape – 2"	Each			
127	Clear celco tape 2"	Each			
128	Multiple paper punch (Standard)	Each			
129	Paper punch (2 hole – Standard)	Each			
130	Plastic Cover (100sheets p/pk) s	Pkt			
131	Pencil - HB	Pkt			
132	Eraser (Small)	Each			
133	Pental oil (crayon) (SET)	Pkt			

134	Red ink for stamp pad - small	Each			
135	Rubber Bands (Assorted)	Pkt/Grm			
136	Ruler (30 cm)	Each			
137	Scissors (Std Size)	Each			
138	Self-Adhesive labels	Pkt			
139	Stamp pad - Standard	Each			
140	Staple remover - Small	Each			
141	Stapler Standard (26/6)*24/6)	Each			
142	Stick on pads	Each			
143	Stick on pads 51mm/38mm	Each			
144	Stick on pads 76mm/127mm	Each			
145	Stick on pads 76mm/51mm	Each			
146	Stick on pads 50mm/76mm	Each			
147	Stick on pads 76mm/76mm	Each			
148	Art & Craft Brush - Standard	Pkt			
149	Black ink for stamp pad – Small	Each			
150	Blue ink for stamp pad – Small	Each			
151	Contact (Business Card) holders	Each			
152	Blu Tak (PACKETS)	Pkt			
153	Calculator (non-scientific)	Each			
154	Sign Here Flags	Pkt			
155	Thumb Tacks	Pkt			
156	White board eraser	Each			
157	2 pins adapter	Each			
158	Power board 4 ports	Each			
159	Power board 6 ports	Each			
160	Extension cord 3m	Each			
161	Extension cord 5m	Each			
162	Business card folder (clear A4 plastic)	Each			
163	Stick on Strips (Flourescene Green, Pink, Yellow, Blue)	Pkt			

Note: Bidders are required to provide sample of proposed stationeries.

Section 3b: Related Services

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: *[check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> N/A
Exact Address of Delivery/Installation Location	Level 2, UNDP TGSP Project, Molisi Supermarket Building, Salote Road. Tonga.
Delivery Date	1-2 days from issuance of official Purchase Order
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with ITB requirements
After-sale services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period as indicated in section 3a. If within the warranty period (indicated in section 3 a); 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 <input checked="" type="checkbox"/> Technical Support <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English

Section 4: Bid Submission Form⁶

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that :

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Bidder

Bidder Information Form⁷

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁷ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁸

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any) : Click here to enter text.		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. Click here to enter text.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

⁸ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Bid Form⁹

Supply of Office Stationaries

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement.

1.1 Brief Description of Bidder as an Entity: Provide a brief description of the organization / firm submitting the Bid, its legal mandates/authorized business activities, the year and country of incorporation, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the delivery of goods and/or performance of related services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Based on the latest Audited Financial Statement (Income Statement and Balance Sheet) describe the financial capacity (liquidity, stand-by credit lines, etc.) of the bidder to engage into the contract. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within at least the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - SCOPE OF SUPPLY, TECHNICAL SPECIFICATIONS, AND RELATED SERVICES

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed

⁹ Technical Bids not submitted in this format may be rejected.

description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

2.1. Scope of Supply: Please provide a detailed description of the goods to be supplied, indicating clearly how they comply with the technical specifications required by the ITB (see below table); describe how the organisation/firm will supply the goods and any related services, keeping in mind the appropriateness to local conditions and project environment.

Item No.	Description/ Specification of Goods	Source/ Manufacturer	Country of Origin	Qty	Quality Certificate/ Export Licences, etc. (indicate all that applies and if attached)

A supporting document with full details may be annexed to this section

2.2. Technical Quality Assurance Mechanisms: The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6 Implementation Timelines: The Bidder shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7. Partnerships (Optional): Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8. Anti-Corruption Strategy (Optional): Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the bid and its implementation.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing the contract. Include an organization chart for the management of the contract, if awarded.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each personnel involved in the implementation of the contract. Where the expertise of the personnel is critical to the success of the contract, UNDP will not allow substitution of personnel whose qualifications had been reviewed and accepted during the bid evaluation. (If substitution of such a personnel is unavoidable, substitution or replacement will be subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in area of expertise relevant to the Contract. Please use the format below:

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p>		
Signature of the Nominated Team Leader/Member		Date Signed

Section 7: Price Schedule Form¹⁰

The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.

The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

The format shown on the following pages is suggested for use as a guide in preparing the Price Schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverable Items*

No.	DESCRIPTION/SPECIFICATION OF ITEMS TO BE SUPPLIED	Unit of Measure	Country of Origin	Expected Delivery Time in weeks (Suva)	Unit Price excluding VAT (FJD)	Percentage Discount (FJD)	Discount Price excluding VAT (FJD)
	HIGHLIGHTER COLOUR						
1	Blue (Tip size – Chisel)	Pkt					
2	Dark Green (Tip size – Chisel)	Pkt					
3	Light Green (Tip size – Chisel)	Pkt					
4	Orange (Tip size – Chisel)	Pkt					
5	Pink (Tip size – Chisel)	Pkt					
6	Purple (Tip size – Chisel)	Pkt					
7	Yellow (Tip size – Chisel)	Pkt					
	PERMANENT MARKER COLOUR						
8	Blue (Tip size – Bullet)	Pkt					
9	Black (Tip size – Bullet)	Pkt					
10	Green (Tip size – Bullet)	Pkt					
11	Red (Tip size – Bullet)	Pkt					
12	Black (Tip size – Bullet)	Pkt					
	WHITE BOARD MARKER COLOUR						
13	Black (Tip size – Bullet)	Pkt					
14	Blue (Tip size – Bullet)	Pkt					

¹⁰ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

15	Green (Tip size – Bullet)	Pkt					
16	Orange (Tip size – Bullet)	Pkt					
17	Red (Tip size – Bullet)	Pkt					
18	Red ink (Tip size – Bullet)	Pkt					
19	Green (Tip size – Bullet)	Pkt					
	FILES/PAPERS/ENVELOPE						
20	Envelope Letter (White – Window 22x11.5cm)	Pkt					
21	Letter(Airmail) (White – Window 22x11.5cm)	Pkt					
22	Letter (White) (White – Window 22x11.5cm)	Pkt					
23	A3 size photocopy paper 80gsm (White)	Ream					
24	A3 photocopy paper white 80gsm – box	Ream					
25	A4 size Envelope (White)	Pkt					
26	A4 size Envelope (Brown)	Pkt					
27	A5 size Envelope (Brown)	Pkt					
28	A5 size Envelope (White)	Pkt					
29	A4 photocopy paper white 80gsm – box	Ream					
30	A4 photocopy paper Blue 80gsm – rims	Ream					
31	A4 photocopy paper Pink 80gsm– rims	Ream					
32	A4 photocopy paper Yellow 80gsm – rims	Ream					
33	Clear Sheet Protector (100shts p/box) – sheets	Box					
34	Crystal Clear File Tab	Pkt					
35	Arch lever Files A4	Box					
36	Manila Folder – Std (Pkt of 100)	Pkt					
37	Manila folder Red (Pkt of 100)	Pkt					
38	Manila folder Grey (Pkt of 100)	Pkt					
39	Manila folder Orange (Pkt of 100)	Pkt					
40	Manila folder Green	Pkt					
41	A4 Bubble Envelope	Each					
42	A5 Bubble Envelope	Each					
43	Classification Folder Legal size (2 dividers) - Hard Cover	Pkt/box					
45	Classification Folder Legal size (4 dividers) - Hard Cover	Pkt/box					
46	Classification Folder Legal size (6 dividers) - Hard Cover	Pkt/box					
47	File Dividers A-Z	Pkt					
48	File Dividers White 5Tab	Pkt					
49	File Dividers un punched 5 tab	Pkt					
50	File Dividers Pink A4 10 tab	Pkt					
51	Manila Assorted colour Dividers 5 tab A4	Pkt					
52	Hard Cover (Black) for binding (Assorting colors)	Pkt					
53	Vanguard sheets (Assorted Colours)	Each					
54	Big rolls of brown paper (thick-to use for workshop or for packing shipments)	Each/Rol l					

55	White A4 paper for invitation cards 220 gsm	Pkt					
	BINDERS						
56	Binder Spiral 8mm	Pkt/Box					
57	Binder Spiral 10mm	Pkt/Box					
58	Binder Spiral 12mm	Pkt/Box					
59	Binder Spiral 14mm	Pkt/Box					
60	Binder Spiral 16mm	Pkt/Box					
61	Binder Spiral 18mm	Pkt/Box					
62	Binder Spiral 20mm	Pkt/Box					
63	Binder Spiral 22mm	Pkt/Box					
64	Binder Spiral 25mm	Pkt/Box					
65	Binder Spiral 28mm	Pkt/Box					
66	Binder Spiral 32mm	Pkt/Box					
67	Binder Spiral 35mm	Pkt/Box					
68	Binder Spiral 45mm	Pkt/Box					
69	Paper fasteners for manila folders	Pkt					
	STORAGE MEDIA						
70	CD/R (in pks of 10)	Pkt					
71	CD/R (in Spindle)	Spindle					
72	CD/R (loose)	Each					
73	DVD R (Single)	Each					
74	DVD RW (Single)	Each					
	PAPER CLIPS/PINS						
75	Fold back clips large 50mm –	Box					
76	Fold back clips medium 32mm (12bx p/box) box	Box					
78	Fold back clips small 15mm (12bx p/box) box	Box					
79	Fold back clips small 51mm – pcs	Box					
80	Fold back clips small 19mm (12bx p/box) box	Box					
81	Fold back clips small 25mm (12bx p/box) box	Box					
82	Fold back clips small 11mm	Box					
83	Slide on paper clips 30mm	Box					
84	Slide on paper clips 50mm (10bx p/box) box	Box					
85	Slide on paper clips 33mm (10bx p/box) box	Box					
86	Slide-on paper clips 30mm (colored)	Box					
87	Slide-on paper clips 50mm (colored)	Box					
88	Slide-on paper clips 33mm (colored)	Box					
89	Heavy duty staple pins 1/2" (1bx) – sheets	Pkt/Box					
90	Heavy duty staple pins 1/4" (2bx) - pcs	Pkt/Box					
91	Heavy duty staple pins 23/24"	Pkt/Box					
92	Heavy duty staple pins 3/8"	Pkt/Box					

93	Letter Clips 63mm	Pkt					
94	Letter Clips 30mm	Pkt					
95	Letter Clips 38mm	Pkt					
96	Letter Clips 52mm	Pkt					
97	Letter Clips 64mm	Pkt					
98	Office pins – pkts	Pkt					
99	Assorted colour flag pins	Pkt					
100	Standard staple pins 26/6" box	Pkt					
101	Staple Pins 9/16	Pkt/Box					
102	Staple Pins 73/10	Pkt/Box					
103	Staple Pins 73/12	Pkt/Box					
104	Staple Pins 23/12	Pkt/Box					
105	Staple Pins ¼	Pkt/Box					
106	Chart pins	Box					
	EXERCISE BOOKS/NOTE BOOKS/LECTURE PAD						
107	Exercise Book (200 pgs) – A4	Each					
108	Lecture Pad 100pgs	Each					
109	Lecture Pad 150pgs	Each					
110	Note Book 200 pgs (A1-A5)	Each					
111	Note Book 100pg (A1-A5)	Each					
112	Note Book (80mm) A5 100pg	Each					
113	Note Book (small) 100pg	Each					
114	Note Pads (A4)	Each					
	OTHER STATIONERY						
115	Step file organizer - silver	Each					
116	Name tags (Plastic) with lanyard	Each					
117	Chalk	Box					
118	Clear celco tape (thin)	Each					
119	Correction pen (twinks)	Each					
120	Desk Organizer	Each					
121	Dustless chalk	Box					
122	Glue Stick	Each					
123	Heavy duty stapler 15/16	Pkt/Box					
124	Heavy duty stapler 23/10	Pkt/Box					
125	Inbox Tray (3 tier)	Each					
126	Masking celco tape – 2"	Each					
127	Clear celco tape 2"	Each					
128	Multiple paper punch (Standard)	Each					
129	Paper punch (2 hole – Standard)	Each					
130	Plastic Cover (100sheets p/pk) s	Pkt					
131	Pencil – HB	Pkt					
132	Eraser (Small)	Each					
133	Pental oil (crayon) (SET)	Pkt					

134	Red ink for stamp pad - small	Each					
135	Rubber Bands (Assorted)	Pkt/Grm					
136	Ruler (30 cm)	Each					
137	Scissors (Std Size)	Each					
138	Self-Adhesive labels	Pkt					
139	Stamp pad - Standard	Each					
140	Staple remover - Small	Each					
141	Stapler Standard (26/6)*24/6)	Each					
142	Stick on pads	Each					
143	Stick on pads 51mm/38mm	Each					
144	Stick on pads 76mm/127mm	Each					
145	Stick on pads 76mm/51mm	Each					
146	Stick on pads 50mm/76mm	Each					
147	Stick on pads 76mm/76mm	Each					
148	Art & Craft Brush - Standard	Pkt					
149	Black ink for stamp pad – Small	Each					
150	Blue ink for stamp pad – Small	Each					
151	Contact (Business Card) holders	Each					
152	Blu Tak (PACKETS)	Pkt					
153	Calculator (non-scientific)	Each					
154	Sign Here Flags	Pkt					
155	Thumb Tacks	Pkt					
156	White board eraser	Each					
157	2 pins adapter	Each					
158	Power board 4 ports	Each					
159	Power board 6 ports	Each					
160	Extension cord 3m	Each					
161	Extension cord 5m	Each					
162	Business card folder (clear A4 plastic)	Each					
163	Stick on Strips (Flourescene Green, Pink, Yellow, Blue)	Pkt					

** This shall be the basis of payment tranches*

Section 8: Templates for Long Term Agreement for the Supply of Office Stationeries – ITB/TGSP-025-14

Adherence to all Terms & Conditions is Mandatory

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”) and _____ (hereinafter called “Contractor”) with its headquarters at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and

constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____

TERMS OF REFERENCE

1. Products and Services required

1.1 Contractor authorized to provide goods/services

Contractor expressly warrants its status as an authorized seller/reseller/service provider for the goods/services it supplies UN agencies under this LTA.

1.2 Warranty

- 1.2.1 Contractor will provide a warranty on stationeries for the stationeries as specified in the Specifications schedule.
- 1.2.2 Contractor warrants that stationeries are covered by the original manufacturer's warranty and that the equipment supplied to UN Agencies are not refurbished goods.
- 1.2.3 Contractor will provide the terms and conditions of its warranty for each stationery covered. Contractor will specify when the warranty becomes effective.
- 1.2.4 Contractor will provide the procedure for requesting warranty support and its capabilities to provide such support to UN agencies office.

1.3 Deployment Services

- 1.3.1 The contractor shall receive Purchase Orders from UN agencies and ensure delivery is made to the respective UN agencies Office in Suva, Tonga or the named freight forwarder.
- 1.3.2 Contractor should specify when applicable, installation and configuration services and whether there are any additional charges related to these services for each stationery covered.

1.4 Support Services

- 1.4.1 Contractor must conduct quarterly specification reviews with UNDP and update the UNDP catalog (listed stationeries in the LTA). In the event that any of brand (stationeries) are replaced by the manufacturer, the vendor shall advise UNDP Tonga that UN agencies can take advantage of the newer brand with higher specification.
- 1.4.2 Supply stationeries: Contractor must delineate the stationeries available through Contractor for each item.

2. Pricing; Shipping & Handling

UNDP and the contractor shall review the stationeries and pricing on a quarterly basis. Adjustments shall be made accordingly to reflect market changes, as mutually agreed by Parties. The Incoterms 2010 applied will be Delivery at Place (DAP), Suva, Tonga Islands.

3. Payment

Contractor shall provide a payment address and bank details for UN agencies Office in Tonga to remit payments to.

4. Duration of LTA

- 4.1 The term of the LTA is two years. The initial validity of the Long-Term Supply 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 two years.
- 4.2 The contractor(s) will be subject to a performance review of the quality of the products and services provided and the Contractor's compliance with its obligation under the contract. If the contractor has not substantially complied with the contract during the year, UNDP may opt out of the remaining term of the LTA.

5. Quality of Required Services

The contracted Service Provider shall perform and deliver its services in accordance with the herein prescribed minimum performance standards set by the UNDP:

Product/Service	Performance Attribute	Definition	Standard/Service Level
Provide Quotations	Speed and Efficiency	Ability to quickly and accurately provide Quotations by understanding UN agency's needs.	Quotations received within 1 working day upon receipt of request
Delivery	Speed, Efficiency & Hygiene	Ability to deliver goods promptly	Sufficient supporting staff to accommodate & respond to clients requests.
Billing	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero>Returns for clarification/explanation
	Frequency and account management	Ability to generate statements when required for UN agencies accounts. Effective account Reconciliation process.	UNDP provided with monthly statements for accounts and/or upon request if outside schedule Dates for statement issuance. Account arrears maintained below 90 days
Rates/Pricing	Fairness	Discounted/reasonable charges for the services offered to UN agencies	Prices conform to price schedule established in LTA
	Company concern about prices	Ability to quote competitive prices	Analysis provided on bi-annually intervals on savings to the UN agencies as a result of competitive prices offered
	Good value indicated by price	Competitiveness of prices quoted	Prices offered are the most competitive within Same vicinity and without compromising quality of

			good/services. Volume discount given
Service Quality	Accessibility	Ability to access or approach the service provider	Telephone: focal point or alternate contactable on landline or mobile when required. Emergency: 24 hours E-mail: emails responded to within 1 working day Website: ability to provides services/information through website
	Responsiveness	Willingness to go out of one's way to assist the UN agencies	Acknowledge receipt of request 1 working day Services performed in accordance with timelines stated in point 1, 2 and 3 above. Regular coordination meetings with UN agencies Agency Performance Reviews – twice a year.
Problem Solving	Complaint Handling	Ability to quickly resolve complaints	Timelines: one week
Communications	Awareness level of the UN agencies of major changes in the industry practices or changes in prices	Changes to services, changes in personnel and changes in company policies which may have an impact on the services provided to the UN agencies are communicated. UN agencies are well informed about matters relating to the working arrangements, which may affect the terms and conditions and service standards as it relates to the LTA	Frequency of communications: monthly

Office Premises and Hours of Services	Readiness to do business	Sufficient manpower to commence business at the start of office hours; provision of skeletal workforce to answer calls during breaks	Same hours/day of work as the UN System; Accommodations of calls during off-hours. Zero complaints that no one was around to answer calls.
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