

INVITATION TO BID

Printing and Distribution

UNDP Human Development Report, Summary, Posters and Press Kit Folders

ITB/UNDP/HDR/002/2016



United Nations Development Programme

February 2016

Section 1. Letter of Invitation

29th February 2016

Dear Vendor,

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the provision of printing and distribution of UNDP Human Development Report, Summary, Posters and Press Kit Folders. The purpose, therefore, of this Invitation to Bid is to conclude a Long Term Agreement (LTA) for a period of three (3) years with a one qualified Bidder for these services.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Terms of Reference
- 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 – Long Term Agreement (LTA) for the Provision of Services
- Section 9 – General Terms and Conditions

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

You are kindly requested to submit an acknowledgment email to UNDP to the following address:

United Nations Development Programme
psbids@undp.org

The letter should be received by UNDP no later than **7th March 2016**. The same letter should advise whether your company intends to submit a Bid. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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,

Bakhtiyor Khamraev
Team Lead
Office of Sourcing and Operations
Bureau for Management of Services

Global Shared Service Center
Cyberjaya, Malaysia
United Nations Development Programme

Section 2: Instruction to Bidders

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.
- m) *“Terms of Reference”* refers to the document included in this ITB as Section 3 which lists the services 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 services.
- n) *“Services”* refers to the entire scope of tasks related or ancillary to the completion or delivery of the services

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/content/dam/undp/documents/about/transparencypdocs/UNDP_Anti-fraud_Policy_English_FINAL.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

6.2 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:

- c) Those that were undertaken together by the joint venture; and
- d) 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 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 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/content/undp/en/home/operations/procurement/protestandsanctions.html>.

Instructions to Bidders

DATA SHEET

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:	Printing and distribution UNDP Human Development Report, Posters, Press Kit Folders and Summary
2		Title of Goods/Services/Work Required:	Print and distribution UNDP Human Development Report, Posters, Press Kit Folders and Summary
3		Country:	United States of America (USA)
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"/> Not allowed
6	C.20	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-Bid conference will be held on:	NA
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	<input checked="" type="checkbox"/> Not Applicable
11	B.9.5 C.15.4 a)	Validity of Bid Security	<input checked="" type="checkbox"/> Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed

13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
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"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	UNDP will provide responses to vendors' requests for clarification on a rolling basis with last responses provided by no later than 10 calendar days before submission deadline. All responses provided by UNDP will be also posted on the UNDP procurement website, as an update to this ITB on http://procurement-notice.undp.org/
17	B.10.1	Contact Details for submitting clarifications/questions	E-mail address dedicated for this purpose: nazim.razak@undp.org with a copy to ainan.razif.rahim@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 and posting on the website http://procurement-notice.undp.org/
19	D.23.3	No. of copies of Bid that must be submitted	One (electronically)
20	D.23.1 b) D.23.2 D.24	Bid submission address	Electronically to psb.bids@undp.org
21	C.21.1 D.24	Deadline of Bid Submission	Date : 1st April 2016 Time: Before or by 11:59 p.m. Local Time Kuala Lumpur (GMT +8)
22	D.23.2	Manner of Submitting Bid	<input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: psb.bids@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input checked="" type="checkbox"/> Max. File Size per transmission: 5 Mega Bytes <input checked="" type="checkbox"/> Max. No. of transmission : Unlimited <input checked="" type="checkbox"/> Mandatory subject of e-mail: ITB/UNDP/HDR/002/2016

			<p>– Printing and distribution of UNDP Human Development Report, Posters, Press Kit Folders and Summary</p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: Yes</p> <p><input checked="" type="checkbox"/> Digital Certification/Signature: [All bids must be signed by signatory authority of submitting bidder]</p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: Kuala Lumpur, Malaysia (GMT +8)</p> <p><input checked="" type="checkbox"/> Other conditions: See below <i>further instructions for electronic submission</i></p> <p>Bidders may send as many e-mails as needed; however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Bidders to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission.</p> <p>When choosing to submit their bids electronically, Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>Please Note: Any bid sent to the private email addresses of any procurement staff will not be accepted.</p>
24	D.23.1 c)	Date, time and venue for opening of Bid	Not applicable
25	E.28	<p>Evaluation method to be used in selecting the most responsive Bid</p> <p>Preliminary Examination</p>	<p><input checked="" type="checkbox"/> Non-Discretionary “Pass/Fail” Criteria on the Technical and General Requirements (Section 6, Mandatory Requirements); and</p> <p><input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid</p> <p><u>Memo to Bidders (Examples of Bid Rejection)</u></p> <p>Bids have been rejected at the submission stage or found to be technically noncompliant due to errors</p>

			<p>in presentation and failure to follow bidding instructions.</p> <p>Below are some of the more common examples of why bids are rejected. Bidders are urged to read this before submission and to check that their bids conform to each of these points and the instructions as noted in the bidding documents.</p> <ul style="list-style-type: none"> ➤ Bid is submitted <u>after</u> the deadline for submission, either by hand or electronically. Emailed bids sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your bids beforehand. ➤ Bids <u>not</u> submitted to correct physical or electronic address. Note that the address for bid submission is different from the address for bid questions. ➤ Bid is <u>not</u> signed as per the instructions in the ITB. ➤ <u>Not</u> all sufficient documents have been provided. ➤ Documents provided are <u>not</u> in English. ➤ Documents provided do <u>not</u> directly address each point of the evaluation criteria. ➤ Bid not specifically addressing the evaluation criteria of the ITB and Technical Specifications. ➤ Bid does <u>not</u> offer services which have been specifically requested in the Technical Specifications. ➤ Failure to enclose the Bids Submission Form (see Section 4). ➤ The Bidder failed to consult the UNDP procurement website before the deadline for bid submission and did not see the changes to the ITB listed there which need to be incorporated in the bid. ➤ The Bidder declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 9). ➤ Bids contain viruses and/or corrupted files. The Bidders should ensure that submitted bids DO NOT contain viruses and/or corrupted files. Such bids will be rejected. <p>The above examples illustrate some errors which may be made by Bidders. This is a partial list. The bidding documents contain additional instructions which should be followed carefully.</p>
26	C.15.1	Required Documents that must	<input checked="" type="checkbox"/> Company Profile including printed brochures

		be Submitted to Establish Qualification of Bidders	<p>and product catalogues relevant to the goods/services being procured. Company profile is a set of information used by the bidder for marketing purposes.</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"/> Printing license.</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years or D&B report.</p> <p><input checked="" type="checkbox"/> References: Provide contact names, email and phone number of Top three Clients in the past 3 years.</p> <p><input checked="" type="checkbox"/> Information regarding any past and current litigation during the last three (3) 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.</p>
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Bid and List of Documents to be Submitted	N/A
29	C.15.2	Latest Expected date for commencement of Contract	May 2016
30	C.15.2	Maximum Expected duration of contract	Three (3) years, subject to satisfactory contract performance.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One vendor only.
32	F.34	Criteria for the Award and Evaluation of Bid	<u>Award Criteria</u> See item 25 above
33	E.29	Post qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><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;</p>

			<input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Agreement with UNDP's General Terms and Conditions for Services as attached in the ITB and based on date of countersignature of the and duly executed contract
35		Other Information Related to the ITB	Payment Terms: 100% within 30 days upon UNDP's acceptance of the services delivered as specified and receipt of invoice.

Section 3: TERMS OF REFERENCE

Printing and distribution UNDP Human Development Report, Posters, Press Kit Folders and Summary

THE HUMAN DEVELOPMENT REPORT (HDR): BACKGROUND INFORMATION

Since its inception in 1990 UNDP's Human Development Report (HDR) has become one of the most influential of the UN's annual publications, and is widely credited with changing that way that development itself is now assessed and perceived around the world.

The Report is translated into more than a dozen languages and launched in more than 100 countries annually. The Human Development Report Office distributes around 20,000 copies of the Human Development Reports and 34,000 of Summaries each year to the 166 UNDP country offices worldwide.

Please note that a single Long Term Agreement (LTA) will be awarded for the following services related to production and distribution of the Human Development Report:

- Printing – HDR, Posters, Press Kit Folders and HDR Summary
- Packaging and labelling
- Shipping and distribution
- Warehousing and fulfillment
- Order site integration

While UNDP intends to establish the LTAs, there is no fixed committed contract amount. Once the contract is established with the winning vendor, orders for such services will be placed through the Purchase Orders and the General Conditions and Terms of the Contract will be in force.

Shipment Options by UNDP.

Bidders are required to provide complete financial component as per Section 7 for shipment and other services. During contract implementation stage, UNDP at its discretion, may choose to select either winning vendor's shipper or DHL services that has a global contract with UN/UNDP with the special prices for similar services. The choice of shipment and associated services will depend on a number of factors like, price, delivery time, and efficient custom clearance.

Scope and specifications – Annual Demand

Scope/ Specifications		English language	French language	Spanish language	Arabic language (note: RTL writing system)	Portuguese language	Russian Language
A) HDR Reports							
1) No of copies		15,000	7,000	4,000	1,400	1,500	Not applicable
2) Print specifications							-
▪ Dimension	▪ Book size:	8.5 x 11 inches					-
	▪ Pages	284	324	324	284	324	-
	▪ Cover	4-page cover plus spine					-
▪ Ink	▪ Text pages	CMYK 4-color process					-
	▪ Outside Cover	CMYK 4-color process plus aqueous coating					-
	▪ Inside Cover	CMYK 4-color process					-
▪ Stock <i>(Printer to provide paper samples of paper stock for approval)</i>	▪ Cover	International Papers: Kallima; 10 pt C1S, FCS-certified					-
	▪ Text pages	Cascade Mills' 60# Roland Opaque 30 Smooth stock, FCS-certified					-
▪ Press work - UNDP-HDRO to supply press-ready Adobe PDFs - Pre-press author alterations approximate of 8 hours may be expected		▪ Heavy ink coverage on chapter opening pages with knock-out text ▪ Full bleeds on cover, chapter opening pages, and other pages as required. ▪ Printer to run trapping program ▪ The printing of the report of all languages should be using offset printing					-
▪ Proofs		▪ PDF proof in advance of hard copy ▪ Composed cover ▪ Loose color proof of selected figures; proofs of selected pages (max 20 proofs in total) ▪ Blue line: produce 2, one for UNDP, one for printer					-
▪ Finishing		▪ Fold and score covers ▪ Perfect binding					-
3) Packaging		▪ Total print run: Package in fitted cartons, 10 books per box, weighing no more than 25 pounds ▪ HDRO's online ordering site will be integrated with vendor's system via API. Orders will be processed and sent to vendor electronically via API. ▪ UNDP to provide further labelling instructions ▪ Labels apply to TOP of carton ----- Note: DHL Express will provide software to generate shipping labels (in the situation where DHL is used)					-

Scope/ Specifications		English language	French language	Spanish language	Arabic language (note: RTL writing system)	Portuguese language	Russian Language
4) *Schedule and delivery (requirement for subsequent years will be advised accordingly, in general will follow similar time and duration) Note: Schedule will be shared with winner company two months before print file in date. Requirement for subsequent year will be informed in the respective year accordingly	Tentative date for print ready PDF file (for the first year)	June 2016	July 2016	July 2016	July 2016	July 2016	-
	Turnaround time, number of days (including weekend). (Deviation up to additional 2 days is acceptable)	21	14	14	14	14	-
	Ready for shipment	July 2016	August 2016	August 2016	August 2016	August 2016	-
	First delivery to arrive at New York (for the first year), next subsequent year delivery date will be advised accordingly	July 2016	August 2016	August 2016	August 2016	August 2016	-
Fulfill orders for distribution		Approximately 130 shipments of approximately 10,000 books	Approximately 25 shipments of approximately 6000 books	Approximately 25 shipments of approximately 3500 books	Approximately 20 shipments of approximately 1000 books	Approximately 10 shipments of approximately 1200 books	-
Shipment to New York City <i>Shipping address:</i> <i>United Nations Development Programme/Print Shop</i> <i>304 East 45th Street, FF - basement, inside delivery</i> <i>New York, NY 10017</i> <i>Attn: Ishmael Ward</i> <i>Tel: (212) 906 6680/6683/5540</i> <i>Arthur Boddie</i> <i>212-906-6683/5994/5540)</i> <i>Also call: Botagoz Abdreyeva (UNDP/HDRO)</i> <i>Tel: (212) 906-3690</i>	<ul style="list-style-type: none"> Shipper will need to supply own hand truck to move skids. Freight elevator is available, total weight of materials being delivered on skids should not exceed 3500 lbs. and the dimensions should not be more than 3ft x 4ft x 4ft. 	Approximately 1,500 books (150 boxes)	Approximately 450 books (45 boxes)	Approximately 400 books (40 boxes)	Approximately 100 books (10 boxes)	Approximately 100 books (10 boxes)	-
Shipment to Dulles, VA <i>Shipping address:</i> <i>United Nations Publications</i> <i>Attn: New Titles</i> <i>22883 Quicksilver Dr</i> <i>Dulles</i> <i>VA 20166 USA</i> <i>Tel: (703) 661-1500</i>		Approximately 1,300 books (130 boxes)	Approximately 70 books (7 boxes)	Approximately 50 books (5 boxes)	Approximately 40 books (4 boxes)	-	-
5) Storage/ fulfillment		Remainder of print runs after initial distribution to be stored and shipped as directed by HDRO					-
B) Poster			Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
1) No of copies		700 copies	-	-	-	-	-

Scope/ Specifications		English language	French language	Spanish language	Arabic language (note: RTL writing system)	Portuguese language	Russian Language
2) Print specifications (4/0)	▪Finished size	18 x 24 inches	-	-	-	-	-
	▪Stock	100 # White Gloss Text FSC-certified	-	-	-	-	-
	▪Ink	4-color process (CMYK) + Overall Gloss Aqueous	-	-	-	-	-
	▪Prepress	Press-ready Adobe PDFs supplied by UNDP	-	-	-	-	-
	▪Proofs	Composite/Iris proof (make 3 proofs, one for UNDP, one for printer, one for graphic designer)	-	-	-	-	-
3) Packaging		Roll and insert 5 posters per 3x3x30 mailing tube (square poster cartons, printer to furnish). Label each.	-	-	-	-	-
4) Schedule and delivery	Tentative date for print ready PDF file	Same as report	-	-	-	-	-
	Turnaround time	Same as report	-	-	-	-	-
	Ready for shipment	Same as report	-	-	-	-	-
Fulfill orders for distribution via DHL (DHL Express will provide software to generate shipping labels):	<ul style="list-style-type: none"> ▪ To be picked up by DHL Express ▪ Shipment costs borne by HDRO (corporate account) 	Approximately 500 (100 tubes)	-	-	-	-	-
Shipment to New York City <i>Shipping address:</i> <i>United Nations Development Programme/Print Shop</i> <i>304 East 45th Street, FF - basement, inside delivery</i> New York, NY 10017 <u>Attn: Ishmael Ward</u> Tel: (212) 906 6680/6683/5540 Arthur Boddie 212-906-6683/5994/5540) <u>Also call: Botagoz Abdreyeva</u>		Approximately 100 (20 tubes)	-	-	-	-	-

Scope/ Specifications		English language	French language	Spanish language	Arabic language (note: RTL writing system)	Portuguese language	Russian Language
(UNDP/HDRO) Tel: (212) 906-3690							
5) Storage/ fulfillment		-	-	-	-	-	-
C) Press Kit Folder			Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
1) No of copies		6000 copies	-	-	-	-	-
2) Print specifications (4/0)	▪ Finished size	▪ 9in x 12in x 0.5in ▪ 0.5in gusset on the spine ▪ 2 internal glued pockets, 4in ▪ Flat size: 18.5inx12 – 20” x 16” is the actual flat (to hold a 240pg (this should be increased to hold a 284 page report) HDR report, and 8.5x11 press handouts in pockets)	-	-	-	-	-
	▪ Stock	International Papers: Kallima; 10 pt C1S, FCS-certified	-	-	-	-	-
	▪ Ink	4-color process (CMYK) +Spot Gloss Aqueous	-	-	-	-	-
	▪ Prepress	Press-ready Adobe PDFs supplied by UNDP	-	-	-	-	-
	▪ Proofs	Composite/Iris proof (make 3 proofs, one for UNDP, one for printer, one for graphic	-	-	-	-	-

Scope/ Specifications		English language	French language	Spanish language	Arabic language (note: RTL writing system)	Portuguese language	Russian Language
		designer)					
3) Packaging		<ul style="list-style-type: none"> Shrink wrap and carton in packs of 20 Label each 	-	-	-	-	-
4) Schedule and delivery	Tentative date for print ready PDF file	Same as report	-	-	-	-	-
	Turnaround time	Same as report	-	-	-	-	-
	Ready for shipment	Same as report	-	-	-	-	-
Fulfill orders for distribution		Approximately 4000 (200 boxes)	-	-	-	-	-
Shipment to New York City <i>Shipping address:</i> <i>United Nations Development Programme/Print Shop</i> <i>304 East 45th Street, FF - basement, inside delivery</i> New York, NY 10017 Attn: Ishmael Ward Tel: (212) 906 6680/6683/5540 Arthur Boddie 212-906-6683/5994/5540) <u>Also call: Botagoz Abdreyeva (UNDP/HDRO)</u> Tel: (212) 906-3690		Approximately 400 (20 boxes)	-	-	-	-	-
5) Storage/ fulfillment		Remainder of print runs after initial distribution to be stored and shipped as directed by HDRO	-	-	-	-	-
D) HDR Summaries							
1) No of copies	Total: 38,400	22,000	7,000	4,000	1,800	2,200	1,400
2) Print specifications							
<ul style="list-style-type: none"> Dimension 	<ul style="list-style-type: none"> Cover 	Open 17 x 11; closed 8.5 x 11					
	<ul style="list-style-type: none"> Text 	Open 17 x 11; closed 8.5 x 11					
	<ul style="list-style-type: none"> Page count 	English, French, Spanish, and Russian were all 44pg + cover. Arabic and Portuguese were 48pg + cover					
<ul style="list-style-type: none"> Ink 	<ul style="list-style-type: none"> Text pages 	CMYK 4-color process					
	<ul style="list-style-type: none"> Outside Cover 	CMYK 4-color process plus aqueous coating					
	<ul style="list-style-type: none"> Inside Cover 	CMYK 4-color process					
<ul style="list-style-type: none"> Stock 	<ul style="list-style-type: none"> Cover 	International Papers: Kallima; 12 pt C1S, FSC-certified					
	<ul style="list-style-type: none"> Text pages 	Cascade Mills' 60# Roland Opaque 30 Smooth stock, FSC-certified					

Scope/ Specifications		English language	French language	Spanish language	Arabic language (note: RTL writing system)	Portuguese language	Russian Language
(Printer to provide paper samples of paper stock for approval)							
<ul style="list-style-type: none"> Press work <ul style="list-style-type: none"> UNDP-HDRO to supply press-ready Adobe PDFs Pre-press author alterations approximate of 8 hours may be expected 		<ul style="list-style-type: none"> Heavy ink coverage on chapter opening pages with knock-out text Full bleeds on cover, chapter opening pages, other pages as required. Printer to run trapping program 					
<ul style="list-style-type: none"> Proofs 		<ul style="list-style-type: none"> Composite proof of English and Arabic, other languages can proof via PDF 2 blueprints or composite proofs (one for printer, one for UNDP) and PDFs 					
<ul style="list-style-type: none"> Finishing 		<ul style="list-style-type: none"> Score, fold, saddle stitching, trim 					
3) Packaging		<ul style="list-style-type: none"> Please package in fitted carton, weighing no more than 25 pounds. UNDP to provide distribution lists and printer to produce and apply labels with quantity and address; Number of copies per carton: 50 Labels apply to TOP of carton 					
4) Schedule and delivery	Tentative date for print ready PDF file	June 2016	July 2016	July 2016	July 2016	July 2016	July 2016
	Turnaround time	15 days	15 days	15 days	15 days	15 days	15 days
	Ready for shipment	July 2016	August 2016	August 2016	August 2016	August 2016	August 2016
	First delivery to arrive at New York	July 2016	August 2016	August 2016	August 2016	August 2016	August 2016
Fulfill orders for distribution		Approximately 200 drop ships of approximately 34,000 copies in total					
Shipment to New York City <i>Shipping address:</i> <i>United Nations Development Programme/Print Shop</i> <i>304 East 45th Street, FF - basement, inside delivery</i> New York, NY 10017 Attn: Ishmael Ward Tel: (212) 906 6680/6683/5540 Arthur Boddie 212-906-6683/5994/5540) Also call: Botagoz Abdreyeva (UNDP/HDRO) Tel: (212) 906-3690	<ul style="list-style-type: none"> Shipper will need to supply own hand truck to move skids. Freight elevator is available, total weight of materials being delivered on skids should not exceed 3500 lbs. and the dimensions should not be more than 3ft x 4ft x 4ft. 	Approximately 3,000 copies					
5) Storage		Remainder of print runs after initial distribution to be stored and shipped as directed by HDRO					

Section 4: Bid Submission Form¹

(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:

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,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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 Form²

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:					
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					
No	Name of client	Year	Scope	Contract value	Client Contact
1					
2					
3					
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.					

² 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 Form³

ITB/UNDP/ 002/2015/HDR

Name of Bidding Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Bid:	
Address:	
Phone / Fax:	
Email:	
Total # of Employees	
Years of Incorporation	

	Mandatory Requirements (Non-Discretionary "Pass/Fail" Criteria)	Your Responses		
		<i>Yes, we comply</i>	<i>No, we cannot comply</i>	<i>Comments</i>
1	Please confirm your company is legally registered and licensed for printing services (proof required).			
2	Please confirm that your company is financially stable and has been in operation and providing printing services for at least 5 years for similar size of the contract.			
3	Please confirm that your company can fulfill the required printing specifications as per Section 3 (Terms of Reference). Bidder need to provide similar report/poster/press kit folder that have been printed previously as a sample to demonstrate the quality of printing.			
4	Please confirm your company is able to undertake all packaging/labelling and shipment services as listed in Section 3 (Terms of Reference)			

³ Technical Bids not submitted in this format may be rejected.

	Mandatory Requirements (Non-Discretionary “Pass/Fail” Criteria)	Your Responses		
		<i>Yes, we comply</i>	<i>No, we cannot comply</i>	<i>Comments</i>
5	Ability to provide Dummy digital print for the book before printing.			
6	Please confirm that your company is able to deliver the required services as per the frequency of schedules/ensure timely deliveries as stated in Section 3 (Terms of Reference)			
7	Please confirm that your company is able to provide sufficient resources (man, equipment, tools etc.) and networks to undertake effectively all printing/packaging/labelling and shipping services.			
8	Please confirm that your company is able to provide an API connection between HDR ordering site and your company’s system. A test site/video/demonstration/ details on API connectivity capability is required for this.			
9	Please confirm your company is able to provide storage during the whole contract period as required			
10	Validity of Quotation, 120 days			
11	All Provisions of the UNDP General Terms and Conditions are accepted			
12	The vendor is not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List			

Note: Above table on Mandatory Requirements should be provided as an integral part of the bid. The Bidders must comply with all mandatory requirements in order to be considered for further evaluation.

EXPERTISE OF FIRM/ COMPANY

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

1. Qualifications of the Services Provider:

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.*
- d) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) *Please provide 3 contracts with similar field and requirements in recent years*

	Client name	Contract value	Contract period	Contract title	Contact person
1					
2					
3					

2. Proposed Methodology for the Completion of Services

The Service Provider must articulately describe how it will address/deliver the requirements of the ITB (printing/packaging/labelling/storage/fulfillment and shipping services); at minimum providing a detailed description of the resources, systems, tools, networks, essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the context of the work.

*Please indicate how the document being printed. Specifically for the **PRINTING JOB for HDR Summaries**, please specify whether there is any language being printed using digital printing.*

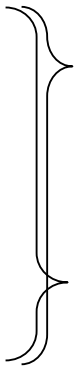

Please provide production capacity per week.

Section 7: Price Schedule Form

1. The Bidder is required to prepare the Price Schedule as indicated in the Instruction to Bidders.
2. All fees/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes as detailed in Clause 18 of the UNDP General Conditions for Contract.
3. The format shown on the following pages should be used in preparing the Price Schedule.

A - Annual Printing, Packaging and Labelling, Shipping and Delivery

No	Printing				Packaging and labelling				Shipping and delivery (Door to Door)		
	Printing (language)	Quantity	Unit price, USD\$	Total price, USD\$	Delivery location	Approximate packaging quantity	Unit price, USD\$	Total price, USD\$	Approximate number of shipment	Unit price, \$	Total price, USD\$
1	HDR (English)	15,000			Various location (Please refer to Annex A-1)	1000			(Please refer to Annex A-1)		
					UNDP/HDRO (NYC)	150					
					UN Publications (Dulles, VA)	130					
2	Posters (English)	600			Various location (Please refer to Annex A-1)	100					Not applicable
					UNDP/HDRO (NYC)	20					
3	Press kit folder (English)	6,000			Various location (Please refer to Annex A-1)	200					Not applicable
					UNDP/HDRO (NYC)	20					
4	HDR (French)	7,000			Various location (Please refer to Annex A-1)	600					Not applicable
					UNDP/HDRO (NYC)	45					
					UN Publications (Dulles, VA)	7					
5	HDR (Spanish)	4,000			Various location (Please refer to Annex A-1)	350					Not applicable
					UNDP/HDRO (NYC)	40					
					UN Publications (Dulles, VA)	5					
6	HDR (Arabic)	1,400			Various location (Please refer to Annex A-1)	100					Not applicable
					UNDP/HDRO (NYC)	10					

No	Printing				Packaging and labelling				Shipping and delivery (Door to Door)		
	Printing (language)	Quantity	Unit price, USD\$	Total price, USD\$	Delivery location	Approximate packaging quantity	Unit price, USD\$	Total price, USD\$	Approximate number of shipment	Unit price, \$	Total price, USD\$
					UN Publications (Dulles, VA)	4					
7	HDR (Portuguese)	1,500			Various location (Please refer to Annex A-1)	120					Not applicable
					UNDP/HDRO (NYC)	10					
8	HDR Summaries (English)	22,000			 Various location (Please refer to Annex A-1)	680					Not applicable
9	HDR Summaries (French)	7,000									
10	HDR Summaries(Spanish)	4,000									
11	HDR Summaries(Arabic)	1,800									
12	HDR Summaries(Portuguese)	2,200			 UNDP/HDRO (NYC), various languages :	60					
13	HDR Summaries (Russian)	1,400									
Total (a) _____					Total (b) _____				Total (c) _____		

Note: Shipping and delivery cost to 'Various location' for all type of products shall be represented by a total price in the table given in Annex A-1.

Annual shipping and delivery cost to various locations

#	Country	State	Weight (LB)	Shipping and delivery cost, US\$
1	ANGOLA	Luanda	200	
2	ARGENTINA	Buenos Aires	200	
3	AZERBEIJAN	Baku	200	
4	BANGLADESH	Dhaka	200	
5	BARBADOS	Bridgetown	200	
6	BELGIUM	Brussels	200	
7	BHUTAN	Thimphu	200	
8	BOSNIA	Sarajevo	200	
9	BOTSWANA	Gaborone	200	
10	BRAZIL	Brasilia	200	
11	CAMBODIA	Phnom Penh	200	
12	CHAD	N'Djamena	200	
13	CHILE	Santiago	200	
14	CHINA	Beijing	200	
15	COLOMBIA	Cartagena	200	
16	CONGO	Brazzaville	200	
17	DENMARK	Copenhagen	200	
18	DOMINICAN REP	Santo Domingo	200	
19	DR CONGO	Kinshasa	200	
20	ECUADOR	Quito	200	
21	EGYPT	Cairo	200	
22	EL SALVADOR	Antiguo Cuscatlan	200	
23	ERITREA	Asmara	200	
24	ETHIOPIA	Addis Ababa	200	
25	FIJI	Suva	200	
26	FINLAND	Helsinki	200	
27	GAMBIA	Banjul	200	
28	GEORGIA	Tbilisi	200	
29	GUATEMALA	Guatemala	200	
30	GUINEA	Conakry	200	
31	GUINEA BISSAU	Bissau	200	
32	GUYANA	Georgetown	200	
33	ICELAND	Reykjavik	200	
34	INDIA	New Delhi	200	
35	INDONESIA	Jakarta	200	
36	ITALY	Rome	200	
37	IVORY COAST	Abidjan	200	
38	JAMAICA	Kingston	200	

#	Country	State	Weight (LB)	Shipping and delivery cost, US\$
39	JAPAN	Shibuya-ku	200	
40	JORDAN	Amman	200	
41	KENYA	Nairobi	200	
42	KOSOVO	Pristina	200	
43	LAOS	Vientiane	200	
44	LESOTHO	Maseru	200	
45	LIBERIA	Monrovia	200	
46	MACEDONIA	Skopje	200	
47	MALAWI	Lilongwe	200	
48	MALAYSIA	Kuala Lumpur	200	
49	MALDIVES	Male' City	200	
50	MAROCCO	Rabat	200	
51	MAURITIUS	Port Louis	200	
52	MEXICO	Mexico City	200	
53	MONGOLIA	Ulaanbatar	200	
54	MONTENEGRO	Podgorica	200	
55	MOZAMBIQUE	Maputo	200	
56	MYNMAR	Yangon	200	
57	NAMIBIA	Windhoek	200	
58	NEPAL	Kathmandu	200	
59	NETHERLANDS	The Hague	200	
60	NIGERIA	Abuja	200	
61	NORWAY	Oslo	200	
62	PAKISTAN	Islamabad	200	
63	PERU	Lima	200	
64	PHILIPPINES	Makati City	200	
65	RWANDA	Kigali	200	
66	SAMOA	Apia	200	
67	SAUDI ARABIA	Riyadh	200	
68	SERBIA	Belgrade	200	
69	SEYCHELLES	Victoria	200	
70	SIERRA LEONE	Freetown	200	
71	SINGAPORE	Singapore	200	
72	SOLOMON ISLANDS	Honiara	200	
73	SOUTH AFRICA	Pretoria	200	
74	SOUTH SUDAN	Juba	200	
75	SRI LANKA	Colombo	200	
76	SWEDEN	Stockholm	200	
77	SWITZERLAND	Chatelaine	200	
78	SWITZERLAND	Geneve	200	
79	TANZANIA	Dar Es Salaam	200	

#	Country	State	Weight (LB)	Shipping and delivery cost, US\$
80	THAILAND	Bangkok	200	
81	TRINIDAD	Port of Spain	200	
82	TURKEY	Cankaya	200	
83	TURKEY	Sisli	200	
84	UGANDA	Kampala	200	
85	UKRAINE	Kiev	200	
86	URUGUAY	Montevideo	200	
87	VENEZUELA	Caracas	200	
88	VIETNAM	Ha Noi	200	
89	ZAMBIA	Lusaka	200	
90	ZIMBABWE	Harare	200	
			Total, A-1	

B. Warehousing and Fulfillment (Annual)

No	Warehousing and Fulfillment *	Est. Qty	Unit Price, \$	Total price, \$
14	Balance: Storage for one year per 50 boxes (500 copies of the report or 2500 copies of summary)	50 boxes		
15	Handling fee for shipping (weighing per box should be no more than 25 lbs.)	50 boxes		

Total (d)

* HDRO does not have storage capacity for the balance of the books once initial shipments have been completed. At this time we cannot anticipate the number of books requiring storage, but estimate around 3,000 copies. HDRO will request occasional shipments to various destinations, using its corporate DHL account for the shipping charges **OR** via vendor arrangement subject to process and cost efficiency.

C. Online Order Site Integration

- We receive our orders through the HDR online ordering site (<http://www.hdrdistribution.org>). Print/Distribution vendor can access the order information with REST API.
- This will require development of an API connection between HDR ordering site and vendor's system. API integration and testing costs should be included below.

No.	Order site integration	Total price, \$
16	One time cost (for 3 years) API Connection development and integration	

Total (e)

PRICE CONSIDERATIONS

The Bidders should specify whether the prices would remain firm for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.

For the 2nd year of the contract [please check one]

☐ the prices will remain fixed for the duration of the contract

☐ the prices will increase yearly by a maximum percentage of ____% [specify] **from the 1st year**, which includes the overhead cost.

For the 3rd year of the contract [please check one]

☐ the prices will remain fixed for the duration of the contract

☐ the prices will increase yearly by a maximum percentage of ____% [specify] **from the 2nd year**, which includes the overhead cost.

D. Price Summary

(Please refer the Table A, B and C above)

No	Service components	Subtotal Price Components, US\$			Total, US\$
		Year 1 (2016-17)	2017 (2017-2018)	2018 (2018-2019)	
a	Printing				
b	Packaging and labelling				
c	Shipping and delivery				
d	Warehousing and fulfillment				
e	Order site integration		not applicable		
	Total Price				

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

Section 8: Long Term Agreement (LTA)



This is UNDP's template for long term agreement for bidder's reference, adherence to all terms and conditions is mandatory

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
------	-------	-------	-------

....
------	-------	-------	-------

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../../....
-----------------	------------

.....	../../....
-------	------------

Final report	../../....
--------------	------------

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

FIXED PRICE

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....
- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____

Section 9: General Terms and Conditions



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend

or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

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

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other

property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately

upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 23.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
