

**INVITATION TO BID**

**LITB-2017-9130499**

**06 March 2017**

**UNITED NATIONS CHILDREN'S FUND (UNICEF)**

**Wishes to purchase**

**Stationary and office supply (Long Term Arrangement 2017-2018)**

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**THIS INVITATION TO BID HAS BEEN:**

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**Prepared By:** 

(To be contacted for additional information, NOT FOR SENDING OFFERS)  
Email :

**Verified By:**  


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**BID FORM**

BID FORM must be completed, signed and returned to UNICEF.  
Bid must be made in accordance with the instructions contained in this INVITATION.

**TERMS AND CONDITIONS OF CONTRACT**

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

**INFORMATION**

Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. **LITB-2017-9130499** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

Currency of Offer: \_\_\_\_\_

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, which of the following Payment Terms are offered by you:

10 Days 3.0% \_\_\_\_\_ 15 Days 2.5% \_\_\_\_\_ 20 Days 2.0% \_\_\_\_\_ 30 Days Net \_\_\_\_\_

Other Trade Discounts \_\_\_\_\_

For price and specification proposal please find attached annex in Excel format

## SPECIFIC TERMS AND CONDITIONS

UNICEF Tbilisi wishes to enter into a Long Term Arrangement for the period of April 2017# December 2018 for supply of Stationary and office supply

Accordingly, we enclose our Invitation to Bid No. LITB-2017- 9130499 and you are requested to:

Submit your bid with unit price(s) in USD, as instructed, on or before bid closing time. Note that failure to bid in USD, or in accordance with the requested terms, will result in automatic invalidation of your bid. In addition, please note that:

The quantities stated in the bid are estimates only; any agreement that UNICEF subsequently enters into with a supplier, will not obligate UNICEF to purchase any minimum or maximum quantity/monetary value; and ceiling prices must remain fixed for a minimum period of 6 months;

UNICEF is tax exempt (VAT, customs, etc). Kindly ensure that all price(s) quoted in USD are excluding tax (VAT);

UNICEF is authorized to procure goods only outside the bonded area. That means that the supplies should be imported on supplier#s name and prices should include customs and duties that required for delivery to UNICEF office. CIP delivery term is not acceptable.

This is a sealed bid and you must adhere to the response instructions in the bid; It is important that you read all of the provisions of the bid, to ensure that you understand UNICEF#s requirements and can submit an offer in compliance with them. This includes submission of ALL documents requested, and completion of item texts underneath each item in the bid. Note that failure to provide requested documents or complete the item texts, may result in invalidation of your bid; Evaluation criteria will be based on reliability of the supplier, the best price and delivery terms.

Please note that your bid duly sealed must reach our office by 15:00 hours of 21 March 2017 and the bids will be opened publicly at 15:00 hours same day as indicated in the attached bid format.

Bids (sealed envelopes with reference LITB-2017-9130499) should content the completed

1. BID FORM (pages 3) and
2. Price and Specification proposal Annex

Sealed bids will be received at the UNICEF Tbilisi (to be placed in sealed tender box) up to 15:00 hours of 21 March 2017 to be publicly opened at 15:00 hours the same day. One representative from each bidding company may attend the bid opening.

Tender BOX located at I Floor of UN House, 9 Eristavi Street, Vake, Tbilisi 0179, Georgia, Tel: 2232388/251130, # 218 Contact Person Akaki Khvedelidze

**IMPORTANT #** Your offers should be submitted in English using the attached format. Bids received in any other manner will be **INVALIDATED**.

## INSTRUCTION TO BIDDERS

### 1. MARKING AND RETURNING BIDS

1.1 SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID NUMBER, and dispatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE. Bids received in any other manner will be INVALIDATED.

1.2 FAXED BIDS must be returned to the ONLY ACCEPTABLE FAX NUMBER for Bids as indicated on the Page 1 of this Bid Document. Bidders should note that Bids received at any other fax number will be INVALIDATED.

1.3 EMAILED BIDS must be returned to the ONLY ACCEPTABLE EMAIL ADDRESS for Bids as indicated on the Page 1 of this Bid Document. Bidders should note that Bids received at any other email address will be INVALIDATED.

1.4 Bids received without the Bid number will be INVALIDATED.

### 2. TIME FOR RECEIVING BIDS

2.1 Sealed Bids received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Section will open Bids when the specified time has arrived and no Bid received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Bid which is not properly addressed or identified.

### 3. PUBLIC OPENING OF BID

3.1 Bidders, or their authorized representative, may attend the public opening of the Bid at the time, date and location specified. Bidders should note that the Bid Opening is the only time and place where information related to pricing from competitors is available.

### 4. REQUEST FOR INFORMATION

4.1 Any request for information regarding the specifications should be forwarded to the Contracting Officer who PREPARED the Bid, and NOT to the Bid Section.

### 5. ERROR IN BID

5.1 Bidders are expected to examine all Schedules and all Instructions pertaining to the work or Bid. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

### 6. CORRECTIONS

6.1 Erasures or other corrections in the Bid must be explained and the signature of the Bidder shown alongside.

### 7. MODIFICATION AND WITHDRAWAL

7.1 All changes to a Bid must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Bid, or state the changes from the original Bid.

7.2 Bids may be withdrawn on written or faxed request received from Bidders prior to the opening time and

date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

### 8. VALIDITY OF BIDS

8.1 Bids should be valid for a period of not less than 90 days after bid opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their bid, as UNICEF may place additional orders against the lowest acceptable bid if requests for identical equipment are received from our field offices during the bid validity period. UNICEF may also request the validity period to be extended.

### 9. CURRENCY OF BIDS

9.1 Failure to quote in the currency stated in the ITB document will invalidate the bid.

### 10. INCOTERMS

10.1 Failure to quote in accordance with the requested INCOTERMS may result in invalidation of your bid.

### 11. SUPPLIER REGISTRATION AND EVALUATION

11.1 UNICEF is part of the United Nations Global Marketplace (UNGM). Accordingly, all bidders must apply to become a UNICEF supplier and this is done via the UNGM website at <http://www.ungm.org>. The assessment of the application is based on the relevance of the products to UNICEF. Please note that a UNGM registration should be completed as soon as possible, and before an award can be made.

### 12. COUNTRY OF ORIGIN

12.1 Items produced in countries other than that of the Bidder must be indicated, stating the country of origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority.

### 13. RIGHTS OF UNICEF

13.1 UNICEF reserves the right to INVALIDATE any Bid for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Bid.

13.2 UNICEF reserves the right to INVALIDATE any Bid received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

## GENERAL TERMS AND CONDITIONS

### A. ACCEPTANCE OF PURCHASE ORDER

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

### B. PAYMENT

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

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

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

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

### C. TAX EXEMPTION

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

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

### D. EXPORT LICENCES

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

E. RISK OF LOSS Notwithstanding any INCOTERM used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

### F. FITNESS OF GOODS/PACKAGING

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

### G. INSPECTION

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

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

### H. INTELLECTUAL PROPERTY INFRINGEMENT

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

### I. RIGHTS OF UNICEF

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

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.

2. Refuse to accept delivery of all or part of the goods.

3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

### J. LATE DELIVERY

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

### K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

### L. USE OF UNICEF OR UN NAME OR EMBLEM

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

### M. PROHIBITION ON ADVERTISING

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

### N. SETTLEMENT OF DISPUTES

#### Amicable Settlement

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

#### Arbitration

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

### O. PRIVILEGES AND IMMUNITIES

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

### P. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

### Q. MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the Supplier.

Rev.1 - 1 February 1997