



United Nations Children's Fund
UNICEF
P.O. Box 1187
Pulchowk
KATHMANDU
Nepal

Telephone
Facsimile
Email ggurung@unicef.org
<http://www.unicef.org/nepal>

INVITATION TO BID

LITB-2017-9131846

18 May 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

LONG TERM ARRANGEMENT (LTA) FOR SUPPLY OF SCHOOL AND STUDENT KITS

SEALED offers should be sent to:

SUPPLY UNIT

UNICEF NCO, OPERATIONS WING
Man Bhawan, British Gorkha Marga
(Opposite Crystal Banquet take the motorable road and the NCO Wing is approximately 100 meters on your left)
Lalitpur

IMPORTANT - ESSENTIAL INFORMATION

The ITBs reference must be shown on the envelope containing the offer.

BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION. You are welcome to enclose your own additional details etc., if necessary. However failure to complete the attached form or failure to complete the details as requested will result in invalidation.

Offers MUST be received by latest 1400 Hrs. on 08 June 2017 and publically opened at 1600 Hrs. ITBs received after the stipulated date and time will be INVALIDATED.

ITBs WILL ONLY BE ACCEPTED IN THE LOCAL CURRENCY (NEPALESE RUPEES) STATED IN THE ENCLOSURES TO THIS INVITATION. ANY OFFER RECEIVED IN ANY OTHER CURRENCY OTHER THAN THE LOCAL CURRENCY WILL BE INVALIDATED.

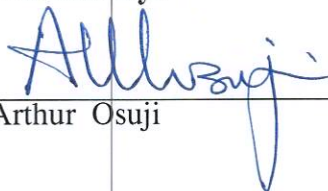
IN ORDER TO FACILITATE THE SUBMISSION OF ITBs THROUGH EMAIL, THE SUBMISSION DULY STAMPED AND SIGNED CAN BE DONE ELECTRONICALLY IN PDF FORMAT AND SENT TO nepalsupply@unicef.org.

THIS INVITATION TO BID HAS BEEN:

Prepared By: 

Durga Thapa Magar
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : dtmagar@unicef.org

Verified By:

 18/5/17

Arthur Osuji

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-2017-9131846** 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 _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
SCHEDULE NO: 1 EDU-001				
00010	SL013436 Student Kit, Teacher (Please find the attached detailed kits list as Annex A)	1 each		
00020	SL013434 Student Kit - Junior (Please find the attached detailed kits list as Annex B)	1 each		
00030	SL013435 Student kit, Adolescent, grade 6+ (Please find the attached detailed Kits list as Annex C)	1 each		

Note: Please complete Annex A, B and C including prices for each line item, plus a total cost for the complete Kit.
Lead times for supply of kits should also be provided as requested in the Annex.

Incoterms & Delivery Requested	Lead Time & Related Charges		
Packing			
Unit : Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	
Total: Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm	

SPECIFIC TERMS AND CONDITIONS

Terms of Reference

BACKGROUND

UNICEF Nepal has a high volume of adhoc requirements for school and student kits for regular program use and during emergency. It is therefore proposed that Long Term Arrangements (LTA) are established with qualified companies who can provide kits to meet the required specification. Suppliers who quality for LTA should have solid arrangements in place to UNICEF needs within very short lead times.

An Initiation to Bid (ITB) has therefore been sent to suppliers to provide a bid for the supply of the listed Kits.

Bid prices should be clearly indicated in the attached annexes showing the item prices and the complete kit list price.

DURATION

Long Term Arrangements will be established for an initial period of 2 year, with the possibility to extend for a further 1 years upon mutual agreement and satisfactory performance of the supplier(s).

Suppliers are therefore requested to provide pricing that would be valid for the proposed duration pf the LTA.

PROCESS FOR USE OF THE LTA

Once the LTA's are established the details will be distributed so staff are aware that the LTA's are in place. When there is a need to procure any items included in the LTA's a Purchase Order (PO) will be raised by UNICEF Nepal and sent to the supplier. The PO will be in line with the terms of the LTA including specification, pricing and lead time. No items should be delivered by the supplier without a PO first being provided by UNICEF Nepal. If there are urgent requirements UNICEF Nepal may first contact the supplier to understand if it is possible to delivery in shorter than the standard lead time. If the supplier is able to fulfil the delivery in a shorter lead time, the agreed date will be entered into the PO. Otherwise the supplier is expected to delivery within the lead time as indicated in the LTA.

SPECIAL NOTES

1. The samples of quoted items should be made available within 2 days from date requested by UNICEF.
2. The quoted price should be valid for a minimum of 2 years .The duration should start from the date of LTA signed.
3. All the supplied items should be genuine and made of non-toxic elements. If any item is inferior or does not meet the specifications, UNICEF can reject those items and suppliers have to replace it within 24 hours at their own cost.
4. Packing should be done orderly, individually and well arranged in the trunk /bag to protect from damage during transportation.

- 5.If there is any changes in specifications, model or discontinuation of items, supplier has to inform UNICEF prior and resolve issues with mutual understanding.
- 6.Pre-order inspection will be completed before placing order and Pre-delivery inspection before delivery to the consignee.
- 7.Payment will be made within 30 days upon completion of delivery. There will be no advance payment.
- 8.The delivery period offered must be strictly adhered to. Penalty for late delivery will be charged @ 2% of the purchase order value each week beyond the agreed delivery(PO delivery) date.
- 9.UNICEF has full rights to accept or reject any bid without stating any reasons what so ever.
- 10.Queries for the bid specification and details should send it to: email: nepalsupply@unicef.org before 25th May 2017 to enable us to response by 29 May 2017.

DOCUMENTS TO BE SUBMITTED

The following documents should be submitted by the supplier to respond to this ITB:

- 1.Company Profile detailing company structure, number of years in business, goods and services provided.
 - 2.References from a minimum of 3 major clients to demonstrate the supplier's good performance in the last 3 years
 - 3.Bid Form
 4. Annex A # School Kits-Techers
Annex B # Student Kits- Junior
Annex C- Student kits- Adolescent
- (All the attached Annexes item should be completed and clearly mentioned the special discount for bulk procurement which needs to be submitted along with the bid.

CONTRACT SUPERVISION:

The contract supervision will be specified at the time of raising the Institutional Contract against the LTA.

SUBMISSION OF ITB

Interested parties are requested to submit the ITB before the following time/date: 1400 Hrs (Nepal time) on 08 June 2017.

Submissions should be made only to the following email address: nepalsupply@unicef.org

All email communication in relation to this ITB must be clearly marked with the Bid Reference Number followed by the Vendor name in the subject line

All documents must be duly stamped and signed scanned and then submitted as PDF file attachments to the email. Annex A, B and C also be submitted in excel format.

Invitation to Bid received in any other manner will be invalidated.

CLARIFICATIONS

Clarifications related to this ITB should be sent to the following email address:
nepalsupply@unicef.org

VALIDITY OF ITBs

Bids should be valid for a period must not less than 120 days from the above bid closing time/date.

This clause supersedes all other references to the bid validity period stated in this document.

MODIFICATIONS OR WITHDRAWALS

Erasures or other corrections in the ITB must be explained and the signature of the Bidder shown alongside. All changes to an ITB must be received prior to the closing time/date.

Bidders may withdraw an ITB on written request prior to the bid closing date/time as shown above. Negligence on the part of the Bidder confers no right for the withdrawal of the ITB after the closing time/date.

CONFIDENTIALITY

Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only.

AWARD

Following evaluation of all supplier submissions using the above evaluation process, recommendation of awards will be made to the lowest price, technically qualified submission.

UNICEF Nepal reserves the right to establish multiple LTA#s, if it is in the best interests of UNICEF to do so.

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 expedite 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

