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**INTERNATIONAL CALL FOR TENDER FOR THE SUPPLY OF A3 AND A4
REPROGRAPHIC PAPER, A4 PAPER FOR PRINTERS AND SPECIFIC PAPERS
FOR ADMINISTRATIVE DOCUMENTS**

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SUMMARY

NOTE.....	7
BACKGROUND INFORMATION.....	8
I. INTRODUCTION	9
A. Documents Reproduction at the OECD.....	9
B. Objectives of the Call for Tender.....	9
C. Volumes to be reproduced	9
II. GENERAL SPECIFICATIONS	9
A. Identification	9
B. Packaging:	10
C. Terms of Delivery	10
D. Description of the Company and the proposed products.....	11
E. List of Technical Specifications	11
F. Price	12
G. Guarantees.....	12
H. Tests	13
ANNEX 1	14
GENERAL CONDITIONS GOVERNING THE PRESENT CALL FOR TENDER	14
Preamble.....	14
ANNEX 2	18
GENERAL CONDITIONS FOR CONTRACTS FOR SUPPLIES	18

NOTE

The set of specifications and conditions set out in this document constitute a "Call for Tender" to acquire :

- reprographic paper for the high-volume printers installed in the Centralised Documents Reproduction Workshop (Docutech DP6135 from the company Rank Xerox) ;
- reprographic paper for the small, medium and high-volume photocopiers, installed throughout the premises of the Organisation for Economic Co-operation and Development (OECD);
- paper for printers located throughout the premises of the Organisation for Economic Co-operation and Development (OECD);
- various papers (self-copying, popset, bristol, ...)

Bidders are invited to bid for all of or part of the tender.

There is no commitment on the part of the Organisation for Economic Co-operation and Development (OECD) to accept any proposal or part thereof that is received in response to this request, nor shall there be any obligation to acquire all or part of the proposed products.

No reimbursement of expenses related to the preparation of any proposal will be made by the OECD. All propositions in the response will be treated as contractually binding.

BACKGROUND INFORMATION

The Organisation for Economic Co-operation and Development (OECD) is an international organisation based in Paris. There are twenty-nine Member Countries comprising the countries of Western Europe, United States of America, Canada, Czech Republic, Hungary, Mexico, Japan, Australia, New Zealand and Korea. The objectives of the Organisation are to promote the economic growth of its Member Countries while maintaining financial stability, contribute to the process of economic development in non-Member Countries, and encourage the expansion of trade throughout the world on a multilateral and non-discriminatory basis.

The Organisation is served by a Secretariat of approximately two thousand people, which undertakes detailed analyses of economic and social policies within the context of Member Countries, and the collection, processing and dissemination of a wide range of statistical data. The Organisation also publishes statistical bulletins, economic forecasts and reports.

The Operation Service (OPS), which includes the Documentation Resources Division, is part of the Executive Directorate which is responsible for the administrative support of the Organisation and for personal management.

This includes responsibility for the supply of material resources needed for the Organisation's daily activities which, excluding data processing and office automation, are related essentially to the Organisation's property and buildings, the upkeep of its premises, equipment, furniture and office supplies, the maintenance of technical installations, and internal and external mail services. This Service is also responsible for all centralised documents reproduction, the distribution in paper form of all official and non-official documents, and the management of all decentralised reproduction.

I. INTRODUCTION

A. *Documents Reproduction at the OECD*

The Document Resources Management division of the Executive Directorate, is responsible for the centralised reproduction of the Organisation's official documents, as well as the multiple copies of unofficial documents, which is carried out on high volume printers Docutech DP6135 (Rank Xerox).

The Division is also responsible for supplying small, medium and high-volume photocopiers to the other OECD Directorates for decentralised reproduction needs. In this capacity, the Division estimates the Organisation's paper needs for the operation of the laser printers.

B. *Objectives of the Call for Tender*

This call for tender has been launched with a view to find one or several suppliers who have the appropriate structures, distribution means, warehouses and stocking facilities to supply the necessary amounts of paper for the Organisation's reproduction and printing needs, according to a pre-determined schedule.

C. *Volumes to be reproduced*

The Organisation's needs can be estimated as follows:

- **A3 white paper** = 23.300 reams of 500 sheets
- **A4 white paper** = 95.000 reams of 500 sheets
- **A3 reprographic coloured paper** = 100 reams of 500 coloured sheets
- **- A3 white 120 g/m² paper** = 300 reams of 500 sheets
- **- Jacprint labels A4** = 50 boxes of 200 sheets

II. GENERAL SPECIFICATIONS

A. *Identification*

For centralised and decentralised reproduction, the Organisation would like to use 70 g/m² white recycled paper which has been certified for use in recto/verso in laser printers and Docutech printers DP6135 for centralised reproduction and printers DC265 for decentralised reproduction. For centralised reproduction in Docutech printers DP6135, coloured paper in 70 g/m², 80 g/m², 120 g/m² and 170 g/m² will be proposed in a range of different colours.

In all cases, bidders must provide the technical specifications for each category of paper proposed which define the surface aspect, the texture and the tenuousness of the paper. These specifications, as well as the samples provided, will be considered as contractual by the Organisation.

Each proposal must be accompanied with a guarantee of a laboratory or an institute specialised in the conservation of the paper to be archived.

Paper in 70 g/m², 80 g/m², 120 g/m² and 170 g/m² will present Standard cut for A4 and A3.

B. Packaging:

In order to reduce the handling related to the unpackaging of reams from cartons and to the storage on pallets in the warehouse, two different propositions should be made as follows:

- A packaging of reams of paper in **cardboard boxes**, loaded onto **wooden pallets (non-returnable)**.
- All other possibilities of packaging of paper, in order to reduce the handling for the Organisation and assure a constant tenuousness and quality of the paper. The delivery will be made on **non-returnable wooden pallets**, in cardboard boxes under plastic cover.

In the first case, the loading of the paper onto the pallets must meet the following criteria for the A3 and A4 formats:

- **A3 Format (29,7 x 42)** = in reams of 500 sheets loaded by packets of 100 onto wooden pallets (non-returnable)

Maximum overall weight: 500 kg, or more depending on the weight.

Measurements of the pallet: W = 72cm, L = 105cm, H = 110cm

- **A4 Format (21 x 29,7)** = in reams of 500 sheets loaded by packets of 250 onto wooden pallets (non-returnable)

Maximum overall weight: 500 kg, or more depending on the weight.

Measurements of the pallet: W = 72cm, L = 105cm, H = 110cm

C. Terms of Delivery

Deliveries will be made by lorry to OECD premises on the basis of 600 A3 reams and 1950 A4 reams per week. These quantities are calculated on the basis of 48 weeks.

Due to the difficulty of access to the Organisation's premises, the total weight of loads delivered by lorry must not exceed 10 tons at the time of delivery. The delivery lorries must be equipped with a hatchback elevator in order to unload the pallets. The quantities of paper indicated above (based on 70gr/m² paper) will have to be delivered twice a week if they cannot be delivered all at once by a 10 tons lorry.

The Organisation reserves the right to defer or bring forward delivery dates on the proposed schedule.

All deliveries must be made at 8.00 am in the morning.

The supplier will be obliged, at his own expense, to hold a security stock of 15 % of the annual volume of each type of paper available in a Paris warehouse for immediate delivery to the Organisation.

D. Description of the Company and the proposed products

The proposal submitted must contain at least the following information on the product:

- a) a description of the manufacturing company;
- b) a list of the bidder's major customers;
- c) the brand name, the type and the indicative levels of distribution of the product(s) in France and the world;
- d) a detailed and complete specification of the suppliers' codes or reference numbers for each type of paper proposed (catalogue);
- e) a realistic estimate of the delivery time for each type of paper:
 - on the basis of a delivery schedule (see paragraph C), with the possibility for the Organisation **to defer or bring forward delivery dates**;
 - by order, at the Organisation's request.

Delivery receipts indicating the order number, the references of the products delivered, the contract number, the unit cost and the total cost of the delivery must be issued at the time of delivery.

If products are to be imported tax-free, the bidder must demonstrate previous experience with this process and present the necessary references. The bidder must indicate the availability of a permanent representative in France or in the countries, bordering on France.

E. List of Technical Specifications

Bidders shall specify the following technical specifications in their bid.

- Substance in g/m²
- Thickness in microns
- Bulk
- Moisture in %
- Fillers in %
- pH

- Brightness in ISO
- Opacity in %

Additional specifications could be supplied by bidders, if deemed useful.

F. Price

To begin with, the bidders will have the possibility of proposing a price based on the three methods listed below. Meanwhile, any new formula or variation thereof presenting a financial interest will be studied and taken into consideration in the analysis of the bids.

- a fixed price guaranteed for the duration of the contract,
- a systematically revised monthly price, following the increased or decreased variations of the INSEE index, “PAPIER - IMPRESSION- ECRITURE”,
- a price which could be increased or decreased every semester according to the price variation of more than 5% (“Pâtes à papier” INSEE indice, code CPF 21 11/01)

In the two last cases mentioned above, the bidders will propose a formula based on the following:

$$P = P_0 (0,15 + 0,85 I/I_0)$$

where

P = Revised price

P₀ = Price at the signing of the contract

I = INSEE index “Papier-Impression-Ecritures” known at the date of revision

I₀ = French INSEE index “Papier-Impression-Ecritures” known at the date of revision

The fixed or revised prices will be indicated tax-free and VAT inclusive. The sales conditions and the terms of delivery will be specified, including for each type of paper:

- **information on the public sales price,**
- **the discount consented to OECD and,**
- **the possibility of importing duty-free.**

G. Guarantees

Bidders must guarantee that the products proposed in their bids will be available throughout the duration of the contractual period (from the date of the signature of the contract to 31.12.2000).

In the event of a contract with the Organisation, bidders will be required to provide a certified copy of the original agreement with their supplier in order to guarantee the delivery of the volume in accordance with the financial terms fixed for the duration of the contract.

H. Tests

The tests will take place in two steps :

1. Bidders must include with their bid, 10 reams (500 sheets) of each type of paper proposed in both formats A3 and A4 for the white or recycled paper and a sample of the range of proposed colours available in 70 g/m², 80 g/m², 120 g/m² and popset 170 g/m² : these samples will be used for tests and will serve as a reference in case of disagreement concerning the quality of paper during the contractual period.
2. Following the results obtained during the first tests, the bidder will supply the Organisation with 2 pallets A3 and 2 pallets A4 of white paper or recycled considered as being acceptable by the Organisation for the production tests. This second series of tests will verify the quality of the paper under production rhythm (blockages, finishing, etc.). If the results of these tests are not satisfactory, the Organisation will return the unused paper to the supplier if he so wishes.
3. **In the event that the papers are not removed within fifteen days following the notification of the conclusions of the call for tender to the bidders, the Organisation reserves itself the right to destroy the unused paper.**

ANNEX 1

GENERAL CONDITIONS GOVERNING THE PRESENT CALL FOR TENDER

Preamble

The set of specifications and conditions set out in this document constitute a “Call for tender” to acquire offset, reprographic and printer paper for the centralised and decentralised reproduction and printing of documents of the Organisation for Economic Co-operation and Development. There is no commitment on the part of the Organisation for Economic Co-operation and Development (OECD) to accept any proposal or part thereof that is received in response to this request, nor shall there be any obligation to acquire all or part of the list of products proposed. No reimbursement of expenses related to the preparation of any proposal will be made by the OECD. All propositions in the response will be treated as contractually binding.

1. Time limit for submission

Under penalty of cancellation, and in accordance with the Financial Rules of OECD each tender, dated and signed, must be sent in two sealed envelopes to the Purchasing Office of the Organisation. The inside envelope must bear the number of the invitation to tender and the subject of the tender and must be delivered not later than the date stipulated in the schedule of conditions.

2. General Conditions

When the contract is awarded the supplier may be required to comply with the following conditions :

- a) The supplier will renounce any claim in respect of reasonable hindrance or delay which may be caused to his own work on this account.
- b) Compensation will in no case be paid for damage to, or total or partial loss of, movable or immovable property
- c) The supplier undertakes to make good, at his own expense, any damage which, he may cause to property or persons resulting from the execution of the contract.
- d) The Organisation reserves the right to require its advance, approval for the supplier's employees engaged on the assembly, starting up, maintenance or repair of machinery.
- e) Contractors are reminded that they are subject to the laws and regulations applicable in French territory to the conduct of their enterprise, and in particular to the rules governing health and safety at work. The Organisation reserves the right to verify that these laws and

regulations are effectively applied. It cannot, however, be held responsible for any failure by a contractor to observe those laws or regulations.

3. Terms of guarantees.

All tenders must include proposals for the terms of guarantees. The Organisation also reserves the right, when the contract is awarded, to require whatever guarantees appear to be necessary, such as:

a) Goods or supplies for consumption:

Guarantees of quality in conformity with standards, irrespective of the period for which they are stocked by the Organisation (for certain perishable supplies attention will of course be paid to the time limits and conditions for stocking)...

b) Furniture, partitions and materials used in building and decorating work:

These must be fireproofed and certified as such by a document issued by an officially recognised or approved organisation.

c) Ten-year guarantee for major construction work:

Contractors are reminded that major construction work must, under the rules in force in France, be covered by a ten-year guarantee, and insurance certificates covering that guarantee will be asked for.

d) Miscellaneous equipment:

The guarantee normally applicable in the trade or for the type of equipment concerned. The customary guarantee is for one year, but in all circumstances the supplier must undertake to keep a stock of parts in conformity with accepted practice and to give assistance without delay when necessary by providing an after-sales service. In some cases suppliers may be asked to provide training for staff who have to use the equipment.

e) Safety:

Suppliers will be required to observe the compulsory and other standards of industrial safety ruling in France, in particular concerning equipment such as electrical and air-conditioning installations.

f) Bank guarantees:

When a contract is awarded consideration may be given to guarantees covering the possible return of an advance payment or the execution of the contract.

g) Percentage withheld:

For all contracts involving work or the delivery of machines there will be a procedure for final acceptance which may vary with the nature of the work or supplies. In such cases provision will normally be made in the contract for the withholding of 10 per cent of the payment plus VAT.

h) Delay in delivery or execution:

For some contracts provision may be made for a penalty of 1/1000 per day of delay in completing the contract up to 10 per cent of the total value of the contract.

4. Supplying of plans

For all contracts involving work, or the installation of electrical or telephone. equipment or machinery, the supplier must undertake, if awarded the contract, to supply all prints, plans and technical descriptions connected with the construction and installation. In the case of a machine, details must also be given of its weight dimension and electrical supply and connection specifications.

5. Taxes, customs duties and payments

The Organisation for Economic Co-operation and Development being entitled by virtue, of Article 6 (b) of Supplementary Protocol N° 1 to the Convention of the 16th April 1948, and Supplementary Protocol N° 2 to the Convention of the 14th December 1980, to make its purchases free of customs duty in the Member countries of the Organisation, the price quoted must be understood as being for delivery to destination, net of customs duty and taxes.

Payment will be made in the currency indicated in the Contract in French Francs at the rate ruling on the date of customs entry.

All goods due, to be invoiced and paid for in France must indicate the mode of payment desired (cheque or bank draft) and VAT at the rate in force. Payment in French Francs will be inclusive of tax.

6. Prices quoted

Prices quoted must include everything necessary for the full execution of the contract (transport, insurance, starting up where necessary, guarantees). Unless otherwise stated, prices quoted shall remain valid for 90 days.

7. Arbitration clause

In all contracts there shall be an arbitration clause providing that if a dispute, arises concerning the interpretation of the clause or the execution of the contract, and if no amicable agreement can be reached, the two parties agree to accept the final decision of an arbitrator chosen by agreement;

In the event of such agreement to choose an arbitrator proving impossible, the parties will agree to, submit to the final decision of a board of three arbitrators consisting of one arbitrator nominated by each party and presided over by the First President of the Court of Appeal of Paris.

8. Information to bidders

All bidders will as far as possible be informed of the decision taken on their bids.

Annex 2 which follows lists the conditions which will be attached to the contract stemming from this call for tender.

They will apply to everything which will not be explicitly contrary to the conditions of the futures contract.

ANNEX 2

GENERAL CONDITIONS FOR CONTRACTS FOR SUPPLIES

Clause 1: PRICE

Unless otherwise provided, the price specified in the contract upon the date of signature by the contracting parties shall be final and not subject to revision. It shall be net of tax for goods delivered to the premises of the Organisation and shall include air costs of transport, packaging and all other costs of any kind whatsoever.

Clause 2: PLACE AND TIME OF DELIVERY

The Supplier undertakes to deliver the supplies specified in the contract to the delivery bay of the Organisation, and more specifically to the goods reception service at 1, rue André Pascal, Paris 16, or any other place specified by the Organisation in the contract.

The Supplier undertakes to deliver such goods in accordance with a timetable agreed in advance with the Organisation.

The Supplier shall attach to the supplies a detailed delivery note specifying the parcelling, the nature of the packaging and all information enabling the identification of the supplies and their quantitative control.

The Organisation reserves the right to refuse supplies by simple letter, telex or telefax in the following cases:

- non-compliance of the goods delivered with the order;
- non-observance of the delivery dates and hours; and
- incomplete or excess delivery.

The Supplier shall take back at his own expense the supplies refused within eight (8) days as from the notification of the refusal of delivery by the Organisation..

Clause 3: EXEMPTION FROM CUSTOMS DUTIES AND CUSTOMS CLEARANCE

- a) In accordance with Article 6 b) of Supplementary Protocol No.1 to the Convention of 16 April 1948, ratified by the French Government and published in the French Official Gazette of 29 August 1948, and applied to the OECD by Supplementary Protocol No.2 to the Convention of 14 December 1960, ratified by the French Government and published in the French Official Gazette of 5 November 1961, all supplies originating from a country other than France are exempt from customs duties and import restrictions
- b) The Supplier undertakes to provide the Organisation at least ten (10) working days before the specified date of arrival of supplies under the contract, with the following particulars:
- gross and net weight of the goods;
 - origin of the goods;
 - number of packages; and
 - place of customs clearance (road transport depot) of the goods.

Upon receipt of these particulars, the organisation shall forward to the Supplier the duplicate of a diplomatic customs exemption certificate to enable him to obtain duty-free customs clearance.

Clause 4: ACCEPTANCE AND GUARANTEE.

Supplies shall comply with the provisions of the contract and the annexes thereto and with applicable standards regulations applicable in the French territory.

The Supplier shall indemnify the Organisation against any claims by third parties in respect of patents, licences, registered designs, brands or trademarks, the use of which is required for the use of the supplies delivered. He shall, at his own expense, undertake to obtain all the transfers, licences or authorisations necessary in this connection.

Where goods delivered to the Organisation can only be conserved in special conditions, the Supplier shall inform the Organisation thereof and shall specify:

- the time limit within which the goods must be used; and
- the particular storage requirements

Any manufacturing defect or other defect noted after receipt of the supplies or after they have been paid for may be notified to the Supplier to enable him to inspect the goods in situ. The Supplier undertakes to replace any goods recognised as defective or which do not comply with the contract specifications, within a period compatible with the needs of the Organisation.

In the event of default by the Supplier in delivery or replacement of supplies, noted following formal request by recorded delivery post which remains without effect for at least fifteen (15) days, the Organisation reserves the right to obtain from another supplier such quantities as may be necessary for its proper functioning. The Supplier under this contract shall be liable for all resulting expenses.

Clause 5: TERMS OF PAYMENT

Without prejudice to application of Clause 4 above, payment, shall be made after receipt of the supplies by the Organisation and upon receipt of the corresponding invoice from the supplier.

Unless otherwise stipulated, all purchases of the Organisation shall be payable within sixty (60) days of the date of the invoice.

- The invoice shall be drawn up in three copies, in words, dated and signed.
- The invoice shall specify:
 - The reference number of the contract concerned;
 - The reference number of the order where appropriate;
 - The reference of the delivery note;
 - The preferred mode of payment.(cheque or bank transfer); and
 - VAT at the applicable rate.

The invoice shall be sent to: OED Service du Budget et des Finances.- 2, rue André Pascal - 75775 Paris Cedex 16, or to any other person specified in the contract.

In the case of delivery in part or in instalments, invoices shall be drawn up for each separate delivery.

Where there are doubts whether supplies meet contract specifications or as to their state, where there is obvious damage, or for any similar reason, the Organisation reserves the right to notify the Supplier thereof forthwith and to postpone payment

Clause 6: PENALTIES

Except where the Organisation stipulates to the contrary in writing prior to the conclusion of the contract, the time limits specified in the contract shall be fixed and final. If the Supplier fails to comply with them, he shall pay the Organisation a penalty of 1/1 000th of the contract price per day of delay. Such penalty shall be payable as from the first (1st) day following the delivery date specified in the contract, except where the delay is attributable to force majeure or is the liability of the Organisation.

This penalty shall be automatically payable by the Supplier up to 10 % of the total contract price and shall be deductible, where appropriate, from any outstanding balance due to him..

Clause 7: SPECIAL PROVISIONS REGARDING PAPER

- a) Offset, duplicating or ether paper shall be delivered (in such quantities) as and when required by the Organisation, unless otherwise stipulated for a specific category thereof. Deliveries shall be made to the delivery bays of the Organisation located either at 1, rue André Pascal, Paris 16, or at 23, rue du Dôme 92100 Boulogne.

- b) The Supplier undertakes to notify the competent services of the Organisation of each delivery at least three (3) working days before such delivery, so that arrangements can be made to unload paper from lorries equipped with loading and unloading platforms.
- c) Quantities delivered shall not differ from those stipulated in the contract by more or less than five per cent (5%), in formats to be communicated to the Supplier some four (4) weeks in advance. The Organisation reserves the right to cancel at any time any quantities still to be ordered, without giving any reason for such decision, except in the case of deliveries already requested under the contract.
- d) It is expressly agreed that sizes and quality of paper shall be scrupulously complied with, failing with, failing which the Organisation reserves the right to refuse delivery.

Clause 8: TERMINATION OF THE CONTRACT

In case of non-performance or inadequate performance by the Supplier of any of his obligations under the contract, the Organisation reserves the right to terminate the contract without prior notice or indemnity.

Clause 9: ARBITRATION CLAUSE

Any dispute arising out of the interpretation or implementation of the contract which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen ,by agreement between the organisation and the Supplier or, failing such agreement on the choice of the arbitrator within three months after the request for arbitration, , to an arbitrator appointed by the First President of the Appeals Court of Paris at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal.