



March 24, 2013

Revised INVITATION TO BID
n° UNDP/AFG/ELECT//2013/11

Subject: Provision of Rental Vehicles (with drivers) for the transportation of Material and Personnel from Provinces to Districts in support of the Voter Registration process conducted by IEC Afghanistan

Deadline for Submission of Bids: 05 April 2013 @ 12:00 noon (Kabul local Time)

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

UNDP ELECT seeks to engage one or more companies for a for a period of 8 months with possibility of extension subject to satisfactory performance

The purpose of present bidding is to conclude a contract for the period of 8 months for renting vehicles in the Provinces and Districts of Afghanistan as stipulated in the Price Schedule and as per Annex B.

UNDP reserves the right to contract one or more companies for the implementation of this contract. Bidders must offer complete Bids. Partial bidding is allowed, i.e. Bidders are permitted to bid for each Lot separately. However Bidders shall not submit incomplete bid within each Lot, that is each Lot technical and financial information shall be provided in their entirety. UNDP also reserves the right not to award more than 3 Lots to any single bidder.

This ITB includes the following documents:

[Section 1: Instructions to Bidders](#)

[Section 2: Bid Data Sheet](#)

[Section 3: Scope of requirements/specifications](#)

[Section 4: Bid Submission Form](#)

[Section 5: Documents establishing eligibility and qualification of bidders](#)

[Section 6: Technical Bid Form](#)

[Section 7: Technical Compliance Sheet](#)

[Section 8: Price Schedule Form](#)

[Section 9: Contract for Rental of Vehicle with Driver](#)

[Section 10: Log Sheet](#)

[Section 11: General Terms and Conditions of Contract Services](#)

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

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

Procurement.elect@undp.org

The letter should be received by UNDP no later than **COB 19 March 2013**. 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.

If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

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.

Section 1: Instruction to Bidders¹

Definitions

- a) *“Bid”* refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *“Bidder”* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *“Contract”* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *“Country”* refers to the country indicated in the Data Sheet.
- e) *“Data Sheet”* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *“Day”* refers to calendar day.
- g) *“Goods”* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *“Government”* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *“Instructions to Bidders”* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *“ITB”* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *“LOI”* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *“Material Deviation”* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *“Schedule of Requirements and Technical Specifications”* refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.

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

- n) “Services” refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.
- o) “Supplemental Information to the ITB” refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protect/ 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 – this section should demonstrate the Bidder's response to the Schedule of Requirements and Technical Specifications by identifying the specific

components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

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

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

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

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

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

- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

16. Price Schedule

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

17. Currencies

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

- 17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and
- 17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

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

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or

- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Bid

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

21. Validity Period

- 21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

22. Bidder's Conference

When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION AND OPENING OF BID

23. Submission

- 23.1 The Technical Bid and the Price Schedule **must be submitted together and sealed together in one and the same envelope**, delivered either personally, by courier, or by electronic method of transmission. If submission will not be done by electronic means, the Technical Bid and Price Schedule must be sealed together in an envelope whose external side must :
- a) Bear the name of the Bidder;
 - b) Be addressed to UNDP as specified in the **Data Sheet** (DS no.20); and
 - c) Bear a warning not to open before the time and date for Bid opening as specified in the **Data Sheet** (DS no. 24).

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

- 23.2 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Bid is expected to be in transit for more than 24 hours, the Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Bidders submitting Bid by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking each of the envelopes as "Original Bid" and the others as "Copy of Bid". The two envelopes, consisting of original and copies, shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS no. 19). In the event of any discrepancy between the contents of the "Original Bid" and the "Copy of Bid", the contents of the original

shall govern. The original version of the Bid shall be signed or initialed by the Bidder or person(s) duly authorized to commit the Bidder on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Bid.

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

24. Deadline for Submission of Bid and Late Bids

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

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

25. Withdrawal, Substitution, and Modification of Bid

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

26. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least 3 member. Electronic submission is not 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.

29.3 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 ongoing 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

32.1 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.

32.2 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.

32.3 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.

- 32.4 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 one (1) day from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

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

37 Performance Security

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

38 Bank Guarantee for Advanced Payment

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

39 Vendor Protest

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

UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this contract, which may be required up to a maximum of period 8 months.. The quantities indicated herein are indicative and does not in any way guarantee quantities to be awarded in the contract.

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

Award of Contract

21. Award Criteria:

The procuring UN entity is not bound to award the full value of the contract to the lowest bidder. UNDP will negotiate with the lowest bidder the amount of contract it wishes to award based on the Contractor's current commitments and available equipment and resource capacities at the time of award.

At UNDP discretion, UNDP may consider and negotiate partial award of the contract to any of the technically responsive bidders, provided that the prices submitted fall within (+or -) 15% of the lowest bid price for the services under consideration.

The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.

22. Purchaser's Right to Vary Requirements at Time of Award: The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 25 % the quantity of vehicles specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

23. Notification of Award: Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the 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 this purchase order.

24. Signing of the Purchase Order: Within 3 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the purchaser.

UNDP reserves the right to award no more than 3 Lots to any single Bidder.

H. Payment:

25 Time of Payment: Unless otherwise indicated in Section 7 (Special Terms and Conditions) of this ITB, UNDP will normally effect payment within 30 days after receipt of commercial invoice, proof of dispatch and other supporting documents.

26. Letter of Credit: UNDP does not accept Letter of Credit terms.

27 Advance Payment: It is not the policy of UNDP to approve advance payments.

28. Discounts: Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of commercial invoice, proof of dispatch and other supporting documents at UNDP. Payment discounts will not be considered in the financial Bid evaluation.

29 Currency of Payment: Payment will be made in the currency in which the Purchase Order is issued.

Section 2

DATA SHEET²

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title	ELECT II
2		Title of Goods/Services/Work Required	Provision of Rental Vehicles with Drivers for the Transportation of Material and Personnel from Provinces to Districts and vice versa in Afghanistan
3		Country	Afghanistan
4	C.13	Language of the Bid	<input type="checkbox"/> English
5	C.20	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input type="checkbox"/> Bidders must offer complete Bids. Partial bidding is allowed, i.e. Bidders are permitted to bid for each Lot separately. However Bidders shall not submit incomplete bid within each Lot, that is each Lot technical and financial information shall be provided in their entirety.
6	C.20	Conditions for Submitting Alternative Bid	<input type="checkbox"/> Not allowed
7	C.22	A pre-Bid conference will be held on:	Time: 2:00: p.m. Date: Wednesday 20 March 2013 Venue: Independent Election Commission of Afghanistan The UNDP focal point for the arrangement is: Mr. Ghulam Qadir Farooq, Procurement Associate, ELECT Project E-mail: procurement.elect@undp.org
8	C.21.1	Period of Bid Validity commencing on the submission date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days

² All DS number entries in the Data Sheet are cited as references in the Instructions to Bidders. All DS Nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "n/a" but must not be deleted.

9	B.9.5 C.15.4 b)	Bid Security	<input type="checkbox"/> Not required
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> will be imposed under the following conditions : Percentage of contract price per day of delay : 0.1% Max. no. of days of delay : 60 days Next course of action : termination of the contract
14	F.37	Performance Security	<input type="checkbox"/> Required as will be indicated in the Contract usually 10% of the offer value
15	C.17 C.17.2	Preferred Currency of Bid and	Local Currency Afghani <i>Bid prices expressed in different currencies shall be converted in: [US Dollars]</i> <i>The source of exchange rate shall be: [UN Exchange Rate]</i> <i>The date for the exchange rate shall be [UN Exchange rate for the month which bids are evaluated]</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	3 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ³	Focal Person in UNDP: procurement.elect@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input type="checkbox"/> Direct communication to all bidder by email
19	D.23.3	No. of copies of Bid that must be submitted	Original : 1 Copies : 1
20	D.23.1 b) D.23.2 D.24	Bid submission address	IEC main office, Kabul Jalalabad Road, Paktya Kot, Kabul Afghanistan ATT: Josephine Baruch-Tucker, ELECT II... bidders must call Mr. Gh. Qadir Farooqi, phones # 0796797227, 0780009112, when they reach IEC main office for hand submission of their bids]
21	C.21.1	Deadline of Bid Submission	Date : 05 April 2013 @ 12 Noon Kabul Time

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

	D.24		
22	D.23.2	Manner of Submitting Bid	<input type="checkbox"/> Courier/Hand Delivery ○ SEALED BID NO: UNDP/ AFG/ELECT/2013/11 Provision of Rental Vehicles with Drivers for the Transportation of Material and Personnel from Provinces to Districts and vice versa in Afghanistan ATT: Josephine Baruch-Tucker DEADLINE: Before or on 30th March 2013, 12 noon (Kabul local time) MARKED: NOT TO BE OPENED before deadline
24	D.23.1 c)	Date, time and venue for Public opening of Bid	Date : 05 April 2013, @ 2:00pm IEC main office, Kabul Jalalabad Road, Paktya Kot, Kabul Afghanistan
25		Evaluation method to be used in selecting the most responsive Bid	<input type="checkbox"/> lowest price offer of technically qualified/responsive Bid
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Bidders (In "Certified True Copy" form only)	<p>THE FOLLOWING MUST BE INCLUDED IN THE BID SUBMISSION:</p> <p><input type="checkbox"/> Failure to provide below mentioned information will result in the bid being rejected. Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.</p> <p>E) COMMERCIAL</p> <p><input type="checkbox"/> Bid submission form: Fully completed and duly authorized and signed</p> <p><input type="checkbox"/> Price schedule form: Fully completed and duly authorized signed</p> <p><input type="checkbox"/> B) TECHNICAL</p> <p><input type="checkbox"/> Scope of services and deviation sheet: Any departure from the provisions of the scope of services shall be disclosed at the time of tendering in the Bidder's Statement Regarding Deviations and in the price breakdown to be provided in spreadsheet, which must be included with the bid. Only deviations approved in writing before award of contract shall be accepted. In case of no deviations, for clarity please state 'no deviations'.</p>

			<p><input type="checkbox"/> C) SUPPLIER QUALIFICATION:</p> <p><input type="checkbox"/> The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the UNDP/ELECT's satisfaction in relation to the following (documents must be provided in the bid):</p> <p><input type="checkbox"/> Company profile</p> <p><input type="checkbox"/> Valid business trade license</p> <p><input type="checkbox"/> Details of years in business: The bidder must document having a minimum of 3 years experience in Afghanistan in the relevant line of business.</p> <p><input type="checkbox"/> Financial details: The eligible bidder must include demonstrate a sound financial standing by providing the last 2 years of its bank statements</p> <p><input type="checkbox"/> References: The bidders must provide previous completed projects for past 3 years. The reference letters must include the similar services provided, value of contract, duration and contact person and telephone no.</p> <p><input type="checkbox"/> All submittals shall bear seal/marketing/signature of bidder and UNDP/ELECT may request additional supporting documentation.</p> <p><input type="checkbox"/> After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received.</p>
28	C.15.2	Maximum Expected duration of contract	5 months
29		UNDP will award the contract to:	<p>UNDP reserves the right to engage more than 1 company for the implementation of this contract</p> <p>UNDP also reserves the right to award no more than 3 Lots to any single Bidder.</p> <p><input type="checkbox"/></p>
30	F.34	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria will be based on the lowest compliant bid</u></p> <p><u>Evaluation Criteria</u></p>

		<p>1 .Compliance with pricing conditions set in the ITB.</p> <p>2 Compliance with requirements relating to technical design features or the product’s ability to satisfy functional requirements.</p> <p>3.Vehicles in stock at the required quantity and ready to mobilize within requested time</p> <p>3. Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.</p> <p>4. Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).</p> <p>5. Minimum no. of 3 years of experience in similar services.</p> <p>6. Financial strength will be determined from the provision of the past 2 years bank statement.</p> <p>7. Minimum no. of 4 similar projects undertaken over the past 3 years on a large scale basis.</p> <p>Bidder’s Qualifications as follows:</p> <p>“ The Bidder shall furnish evidence of its status as a qualified Vendor.. The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall be established to UNDP’s satisfaction and shall contain at a minimum evidence of the following:</p> <ul style="list-style-type: none"> a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder; b) List of vehicles proposed to carry out the contract c) That the Bidder has the financial, technical, and production capability necessary to perform the contract” d) Submission of Company profile e)The bidder must provide evidence of having a minimum of 3 years experience as a company in Afghanistan in similar services and size; e) Financial details: The eligible bidder must submit a current bank statements for past 2 years as well as evidence of working capital for this Contract (lines of credit and availability of other financial resources) f) Copies of vehicle insurance <p>Full compliance of Bid to the Technical Requirements; Compliance with terms and conditions of the ITB including required submissions:</p> <ul style="list-style-type: none"> ▪ Prior to the detailed evaluation, the
--	--	---

			<p>Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without deviations</p> <ul style="list-style-type: none"> ▪ A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity. <p>INLCUDING:</p> <ol style="list-style-type: none"> 1. Qualification of the bidder (see section above) 2. Compliance with Scope of Services/Completion of TCS 3. Total Price per LOT <p>UNDP/ELECT seek the lowest priced, technically compliant and fully responsive bid for each LOT. At UNDP discretion, UNDP may consider and negotiate partial award of the contract to any of the technically responsive bidders, provided that the prices submitted fall within (+or -) 15% of the lowest bid price for the services under consideration.</p> <p>Acceptability of the Delivery/implementation Schedule; Appropriateness of the Implementation Timetable to Project Schedule;</p> <p>UNDP reserves the right to award no more than 3 Lots to any single Bidder.</p> <ol style="list-style-type: none"> 1. The prices shall remain in effect for the duration of the contract 2. UNDP does not warrant that any quantity of Services will be procured during the term of this contract 3. In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the duration of this Agreement, the Supplier/Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Long Term Agreement." <p>UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement, which shall be for two years.</p> <p>D.In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services</p>
--	--	--	---

			during the duration of this Agreement, the Supplier/Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Long Term Agreement."
Negotiations		<ol style="list-style-type: none"> 1. UNDP may request the Supplier, and the Supplier shall agree, to negotiate in good faith the prices set out in this contract, should the market prices provided by the Supplier under LTA agreement change since the prices were last agreed by the Parties and thereby placing UNDP in a less favourable position with Supplier compared to the existing market prices, as evidenced by indices generally accepted in the national and international fuel market. Such request for re-negotiation shall be made no more frequently than twice a year. 2. Within thirty (30) days of any such request, the Parties shall finalise negotiations regarding an adjustment to reasonably reflect change in fuel unit rate prices. Such adjustment shall be set out in a modification to the Contract and shall take effect upon signature of a contract amendment by both Parties to that effect. 3. If the Parties are unable to agree upon re-negotiated prices on a competitive basis within thirty days of notification of the request to re-negotiate, the Parties may elect to continue the arrangement upon the tariffs/rates then in effect or to have the question of competitiveness settled by arbitration in accordance with Section 16.2 of the General Terms and Conditions 	
<p>To facilitate price comparison, bidders are requested to complete the electronic version of the Price Schedule Sheet in Microsoft Excel, bidders are advised to fill in only the cells under Unit Price Column Heading. Information on Total Lots Summary sheets will be auto-filled once PRICE SCHEDULE SHEET is completed. The bidders are requested to submit electronic version of Price Schedule Sheet (Excel Format) in compatible Disc (CD-R) and also bidders are requested to print the price schedule sheet and sign & stamp it and submit it along with their tender documents. The softcopy of the Price Schedule sheet in Microsoft Excel format should be sent with the bidding documents. Interested bidders are welcome to send any queries they may have with regard to Price Schedule Sheet completion instruction through email [procurement.elect@undp.org] up to one week (3 days) prior to the last date for submission of bids.</p> <p>It is the responsibility of the bidders to verify the accuracy of the information, prices and calculations in the price schedule sheet.</p>			
33	E.29	Post qualification Actions	<input type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input 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;
34		Mode of Delivery	The carrier shall provide the vehicles as specified in price schedule sheet fully operational, inclusive of delivery to the place of performance in Afghanistan including Regions, Provinces & Districts. Please also refer to Annex B of this ITB
35		Subsequent Orders/Deliveries	<input type="checkbox"/> In the interest of the organization, UNDP reserves the right to approach one or more of the suppliers having been awarded a purchase

			<p>order/contract as a result of this ITB and negotiate directly a Long Term Agreement for provision of the services to cater to the future requirements of UNDP to be extended</p>
--	--	--	--

SECTION 3

SCOPE OF REQUIREMENTS/SPECIFICATIONS

Provision of Rental Vehicles with Drivers for the Transportation of Material and Personnel from Provinces to Districts and vice versa in Afghanistan

The United Nations Development Programme, ELECT II Project invites your firm to participate in this competitive solicitation for pricing, delivery and terms on the requested transportation services.

The quote provided must include all and every cost related to and associated with the provision of this service, including fuel, maintenance, food, and accommodation for the driver, etc

The bidder shall provide a bid for the rental charges per month per vehicle

The bid must include prices for the destinations specified in the Price Schedule which is attached hereto.

The services include driver, fuel, oil, lubricants, normal wear and tear and other consumable.

2. **PERIOD OF PERFORMANCE:** UNDP at its own discretion may wish to enter into a contract for a period no longer than 8 months, extendable as required

Vehicle Type:	Please see Price Schedule
Quantity:	Estimated no of ~876 vehicles if able to open 100% of the Centers UNDP reserves the right to cancel any vehicle(s) of any district at its own discretion
Delivery Location:	440 VCRs of 34 provinces of Afghanistan (see annex B for exact operating location of each van within a province)
Service Duration:	1 May – 30 September 2013

SECURITY:

The vendor shall accept full responsibility including security of all vehicles supplied including security of the drivers. The vendor will be liable if any security incidents occur that has a relation to its drivers or vehicles.

VEHICLE PROPER DOCUMENTATION:

All vehicles provided for this service must have proper and current licenses from the government of Afghanistan allowing unrestricted access and ease of movement. In case of any dispute between the driver and the police, the vendor has the responsibility to settle it at its own cost; if not possible the company is obliged to replace this vehicle with another which will enable the IEC to continue with its operation.

DISRUPTION OF TRANSPORTATION SERVICE:

The vendor shall provide continuous transportation services. If for any reason the services are disrupted, e.g. by car break down or driver's illness, the vendor has the responsibility to provide immediate substitution within 4

hours. If transportation service has been cut off and substitution measures are not in place the client (IEC) retains the right to:

1. Deduct the rent as per the contract agreement.
2. Or rent a replacement and deduct the costs incurred from the original contractor's invoice for remaining services.

QUALITY OF DRIVERS

- a. The drivers shall, at all times be qualified and appropriately skilled to carry out the tasks allocated. The following conditions apply to all the drivers including substitute drivers:
 - At least 5 years experience as a driver
 - Drivers shall be insured against 3rd party and public liabilities
 - Drivers have valid drivers license
 - Drivers are familiar with the local road network
 - Drivers are trained in safety

It is the responsibility of the vendor to provide a qualified driver for each vehicle and the driver has to have a current Afghanistan driving license and ID, a copy of which must be provided to IEC provincial offices.

IEC reserves the right to reject any driver(s) that it has any concern about with respect to the driver's(s) driving capabilities, security clearance, or safety. In cases where IEC rejects the proposed driver(s) the vendor must replace the said driver(s) immediately.

DESCRIPTION OF USE FOR DISTRICT COORDINATORS AND CIVIC EDUCATOR VEHICLES:

- Initially to transport materials and staff where possible from the IEC provincial offices to the Voter Registration Centers located in the various district centers or as close to as possible. The final destination would be the VRC and not necessarily the District Center.
- The vehicle will remain in that location to support the VRC teams in either assist with moving materials to a safe location at night and return them to the center in the morning or with staff movement between locations.
- Once a week or as often as required move the DFC and sensitive material from the VRC to the provincial office.
- On the return trip the vehicle will carry extra materials and supplies from provincial office to the VRC.
- There may be a need to transport IT officers or trainers from the provincial offices on an ad hoc basis to the VRC.
- If it is not possible to move between the IEC provincial offices and the VRC - and air support is available – the vehicle will be used to transport the DFC to and from the airport or HLZ and then onto the VRC from that point.
- At the end of the process the vehicle will be used to return all materials and staff to the provincial office.
- Where required movement will be done with police escort.

WORKING HOURS:

0700 hrs till 1900 hrs (12 hours on daily basis): Saturday to Thursday excluding official holidays unless otherwise authorised by UNDP.

DESCRIPTION OF USE FOR CIVIC EDUCATOR VEHICLES:

- Initially to transport materials and staff where possible from the IEC provincial offices to the Voter Registration Centers located in the various district centers or as close to as possible.
- The Civic Educators will then move village to village across the whole district over the five months explaining the process and encouraging participation.
- Once every week to return to the provincial office to report and get supplies.
- If it is not possible to move to the provincial office and air support is available – the vehicle will be used to transport the Civic Educators to the airport.
- At the end of the process the vehicle will be used to return all materials to the provincial office.
- The vehicles will be used during the official holidays (Fridays, Eids, etc) due to social gathering.
- The contractor shall allow the civic educator to install loudspeakers on roof of their vehicles.
- Where required movement will be done with police escort.

WORKING HOURS:

0700 hrs till 1900 hrs (12 hours on daily basis): Saturday to Friday excluding official holidays unless otherwise authorised by UNDP.

INSURANCE:

The purchase order agreement is a service agreement. There is **NO** insurance provided by IEC for the vehicles, its contents or for the drivers under any circumstances. Insurance costs should be included in the vendor quote if applicable.

EXPECTED MILAGE:

Main movement is calculated to be from IEC provincial office at the start and end of the process to deliver staff and material. Then movement will be once a week between the VRC and the IEC provincial office to collect and return material. The vehicles are expected to move only minimally in the district centers. Every district will require a different mileage calculation as trip lengths differ. However, in average 2,500-km is expected to be covered in a month by each vehicle.

MAINTENANCE:

UNDP has the right to nominate a mechanic to inspect the vehicles. UNDP reserves the right to reject any vehicle, and if a vehicle is rejected, the vendor must replace the said vehicle(s) immediately.

Vendor will be responsible for the maintenance and repair of the vehicles during the time of service period. Vendor will be responsible of all major/minor repairs and replacements needed to keep the vehicles in proper working condition at all times.

VEHICLE CONDITIONS:

Each vehicle should comply with following conditions:

- Furnished with new tires
- Furnished with clean and transparent windshield and glasses
- Furnished with spare wheel and jack
- Working mileage
- Left Hand drive
- Drive-train 2WD & 4WD

The service provider should provide rental services to include all labor, material and administrative support consisting of, but not limited to, the following.

SINGLE Point of Contact (POC) The Contractor shall Designate Supervisors to monitor smooth running of transportation activities at in regional & provincial level.

TRANSACTIONS: The contractor is responsible for the acquisition, licensing, registration, insuring and issuance for each piece of equipment that will be acquired on rental basis as result of this tender.

Schedule maintenance Cost: The Carrier shall keep the vehicles in good repair condition and shall bear all costs associated in provision of fuel, security measures, lubrications and consumables items.

Insurance/Liability: The Carrier shall provide third party liability insurance covering the operation of the vehicles for purposes of provision of transportation services and shall process any claims in accordance with the insurance procedures.

RESPONSIBILITIES OF THE CONTRACTOR:

Develop a 'pick/drop schedule with the help of the IEC staff for all daily transportation needs.

Count the passengers, ensuring that staff availing different routes are onboard according to the specified time table

Provide a list of vehicles and names of drivers with photocopies of the national Identity Card (NIC), drivers' license, and a latest photograph

Provide security clearance and NO Objection Certificate (NOC) about the drivers from the Local Police

Settle any claim by a 3rd party including road accidents without the involvement of the organization while driving vehicle for IEC.

Pay all road tax and applicable fee on the rented vehicles while driving for the IEC.

Ensure vehicles have cell phone for communication

During the term of this Contract, the Service Provider shall ensure that all vehicles are legally registered in accordance with the law and regulations of the Islamic Republic of Afghanistan, and shall ensure that all mechanical and other certifications are valid.

The Service Provider shall notify UNDP focal person immediately in the event that a rental vehicle is damaged while during operating hours, and upon which the service provide is to then provide a suitable replacement at their own cost, before the start of the next day's operations for the completion of the rental services.

The service provider shall not perform any work or provide any equipment materials or supplies or perform any other rental/transprotation Services which may result in excess of the amount stipulated, without the prior agreement of the UNDP focal point.

The Carrier shall provide all technical and administrative support needed in order to ensure the timely and satisfactory completion of Services in accordance with the Carrier.

The transportation services shall include the following :

- i. Road transportation and "door to door" delivery

The Carrier shall provide during course of the contract vehicles in good repair condition, and shall provide all legally registered drivers, fuel, security measures, lubrications, consumables required for the Service requested.

The Carrier shall provide vehicles with **sealed tents/containers** covered materials during transportation.

The Carrier shall provide regular updates to UNDP on the expected arrival dates and times of each Transportation Service.

Obligation of UNDP during contract period:

- a) UNDP does not charge a fee at any stage of the procurement process (bidding, pre bidding conference, site visits, contract processing or any other fees).
- b) UNDP to check and certify that all vehicles are in satisfactory condition/ working order prior that commencement of any Transportation Services.
- c) UNDP to load and unload all designated materials to and from cargo trucks.
- d) UNDP to supply updates on departure times and expected times of arrivals to the appropriate receiving UNDP designations.
- e) All submitted original invoices based on the actual usage and log sheets, are to be duly authorized by the appropriate UNDP representative.

PAYMENT TERMS:

UNDP will not pay for any costs outside of the requirements stated in this ITB.

GENERAL CONDITIONS:

In addition to above requirements, the vendor must comply with the following general conditions:

- The vendor shall always keep the vehicles clean inside and outside.
- The vendor shall provide transportation on official holidays if there is requirement.
- All drivers shall have cell phone for communication purpose and numbers shall be provided to respective PLO and the DFCs.
- The old vehicles shall be new enough that can do the job

RIGHTS OF CANCELLATION:

IEC retains the rights to cancel any vehicle(s) of any district at its own discretion without providing justification to the contractor.

CONTRACT MANAGEMENT: Every month, the Contractor shall receive a requisition that clearly states the number of vehicles, type and model required to mobilize in each province, on the dates stated on the requisition. The Contractor shall be required to provide proof (daily log-books) that have been countersigned by the IEC concerned focal point and that the vehicles have been provided by any way indicated by UNDP as part as contract management. A copy of the countersigned log-book entries are to be accompanied with the monthly invoice for payment. Any failure to provide the countersigned log-book copies may either delay or cancel any payments sought by the carrier.

The vendor shall maintain a logbook for each vehicle which has to be filled and signed by passenger at all time. The original logbook along with the invoice shall be submitted to IEC by vendor at the end of each month for asking their payment. Please refer to Annex –C as sample of the logbook.

Section 4: Bid Submission Form⁴

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

[insert: Location, Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated [insert: 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: _____

Contact Details : _____

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

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

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

Bidder Information Form⁵

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

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

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (Score and Source, if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		
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.		

⁵ The Bidder shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁶

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

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

Page _____ of _____ pages

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

⁶ 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 Form⁷

INSERT TITLE OF THE ITB

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

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

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

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

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

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the specifications.

⁷ Technical Bids not submitted in this format may be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: PERSONNEL

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

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

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

Name:		
Role in Contract Implementation:		
Nationality:		
Contact information:		
Countries of Relevant Work Experience:		
Language Skills:		
Education and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2010-January 2011</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> _____ Signature of the Nominated Team Leader/Member </div> <div style="width: 35%; text-align: right;"> _____ Date Signed </div> </div>		

SECTION 7: Technical Compliance Sheet

Technical Compliance Sheet (TCS) to be completed by Bidders

Bidders are required to complete the TCS and provide all the data as listed below. Failure to provide any or part thereof may result in the Bid being rejected.

N°	Description of the scope of services	Compliant? Just state Yes (Y) / or No (N)	Deviation Please explain if there is any deviation from the scope of services
1	Compliance with Scope of Services as stated in Section - 4 Scope of Services		
2	Provision of rental vehicles Flying coach 1997/ equivalent or above, lift hand drive, 4wd		
3	Provision of rental of Town-Ace 1997/equivalent or above, lift hand drive, 4wd		
4	Provision of rental of Toyota corolla 1997/equivalent or above		

(In case of no deviations to the details and specification in Section 4: Technical Compliance Sheet, the bidder should state below 'no deviations'.

Confirmation:

No Deviations / Deviations to the Scope of Services per item listed above are clearly identified and noted.	Authorised Signature :
---	---------------------------------

Confirmation of Insurance/Liability

Insurance/Liability: The Carrier understands that he shall provide third party liability insurance covering the operation of the vehicles for purposes of provision of transportation services and shall process any claims in accordance with the insurance procedures	Authorised Signature :
--	---------------------------------

Name of the company : _____
 Name of authorised Representative : _____
 Signature : _____
 Date : _____

Please note that UNDP expect the bidder to sign on each cell where a signature is required

Section 8: Price Schedule Form

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of the duration of the LTA from the Effective Date of this Contract. UNDP ELECT shall have the right to procure services at any time during this validity period. If requested by UNDP ELECT.
2. UNDP may wish to prior to the expiry date of the validity period; to extend and agree on new prices for services required for an additional period. The Supplier shall provide prices that are competitive.
3. If market prices under this contract should decrease such decrease will be reflected in the prices from the Supplier to UNDP.
4. All costs/unit prices must be exclusive of customs, taxes and duties.
5. UNDP does not warrant that any quantity of services will be procured during the term of this Agreement.
6. Prices should be provided in Afghani (AFN) or monthly UN exchange rate will be automatically applied in order to compare the quotations received in other currency(s).
7. Companies must provide prices in AFN ONLY, should service providers provide other currency payment will be made in local currency and on the UN operational rate of exchange on the date of payment.
8. It is deemed that the Companies' quotation includes all costs required to complete the Scope of Services and in total, as no extra charges or costs shall be entertained by UNDP in this respect.

ADVANCE PAYMENT:

The Financial Regulations and Rules of UNDP preclude advance payments or payments by Letters of Credit. Such provisions will be prejudicial to its evaluation by UNDP. The normal payment terms of UNDP are 30 days upon satisfactory completion of services and acceptance thereof by UNDP.

PRICE RE-NEGOTIATIONS:

1. UNDP may request the Supplier, and the Supplier shall agree, to negotiate in good faith the prices set out in this contract, should the market prices provided by the Supplier under this agreement change since the prices were last agreed by the Parties, and thereby placing UNDP in a less favourable position with Supplier compared to the existing market prices, as evidenced by indices generally accepted in the national and international fuel market. Such request for re-negotiation shall be made no more frequently than once every year.
2. Within thirty (30) days of any such request, the Parties shall finalise negotiations regarding an adjustment to reasonably reflect change in fuel unit rate prices. Such adjustment shall be set out in a modification to the Contract and shall take effect upon signature of a contract amendment by both Parties to that effect.
3. If the Parties are unable to agree upon re-negotiated prices on a competitive basis within thirty (30) days of notification of the request to re-negotiate, the Parties may elect to continue the arrangement upon the tariffs/rates then in effect or to have the question of competitiveness settled by arbitration in accordance with Section 16.2 of the General Terms and Conditions.

Must be duly completed by the Bidder and returned with the Bid. Supplementary information shall be Must be duly completed by the Bidder and returned with the Bid. Supplementary information shall be attached according to the requirements herein.

Note: Price offered hereafter should be exclusive of all labor, administrative, fuel, driver, lubrication & other associated costs.

PRICE SCHEDULE:

The bidder must provide rental price per KM for each vehicle in AFN. Company may bid for one or more lot (s), but partial bid within a LOT is NOT allowed. Note: the vehicles will be used mostly on rough roads at a district level therefore each vehicle will be based in each district of that particular province. For further clarification please refer to Annex B (operating locations of each vehicle within a province). In addition, depend on each province the UNDP will have the choice to select either Town-Ace or Toyota Corolla, but there is No switching option once the contract is awarded. * No choice for flying coach.

No	Lot	Province	Vehicle Description	Indicative Quantity	Indicative Duration (month)	Price per month per vehicle in AFN	Total Price in AFN	Vehicle User	Operating location
1	Lot 1	Helmand	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	13	5			DFC	see annex B
2	Lot 1	Helmand	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	11	5			POD	see annex B
3	Lot 1	Helmand	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
4	Lot 1	Kandahar	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	21	5			DFC	see annex B
5	Lot 1	Kandahar	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	16	5			POD	see annex B
6	Lot 1	Kandahar	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
7	Lot 1	Nimroz	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	4	5			DFC	see annex B
8	Lot 1	Nimroz	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
9	Lot 1	Nimroz	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
10	Lot 1	Uruzgan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	6	5			DFC	see annex B
11	Lot 1	Uruzgan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
12	Lot 1	Uruzgan	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital

13	Lot 1	Zabul	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	11	5			DFC	see annex B
14	Lot 1	Zabul	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	9	5			POD	see annex B
15	Lot 1	Zabul	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 52 Town-Ace, 30 corolla will be in lot-5
16	Lot 2	Badghis	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	6	5			DFC	see annex B
17	Lot 2	Badghis	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
18	Lot 2	Badghis	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
19	Lot 2	Farah	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	11	5			DFC	see annex B
20	Lot 2	Farah	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	11	5			POD	see annex B
21	Lot 2	Farah	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
22	Lot 2	Herat	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	22	5			DFC	see annex B
23	Lot 2	Herat	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	18	5			POD	see annex B
24	Lot 2	Herat	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 37 Town-Ace, 20 corolla will be in lot-2
25	Lot 3	Bamyan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	7	5			DFC	see annex B
26	Lot 3	Bamyan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	9	5			POD	see annex B

27	Lot 3	Bamyan	Toyota corolla 1997/equivalent or above	1	5			POD	see annex B
28	Lot 3	Daikundi	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	9	5			DFC	see annex B
29	Lot 3	Daikundi	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	9	5			POD	see annex B
30	Lot 3	Daikundi	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
31	Lot 3	Ghor	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	10	5			DFC	see annex B
32	Lot 3	Ghor	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	10	5			POD	see annex B
33	Lot 3	Ghor	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 28 Town-Ace, 6 corolla will be in lot-3
34	Lot 4	Badakhsan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	28	5			DFC	see annex B
35	Lot 4	Badakhsan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	19	5			POD	see annex B
36	Lot 4	Badakhsan	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
37	Lot 4	Baghlan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	16	5			DFC	see annex B
38	Lot 4	Baghlan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	11	5			POD	see annex B
39	Lot 4	Baghlan	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
40	Lot 4	Kunduz	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	9	5			DFC	see annex B
41	Lot 4	Kunduz	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	9	5			POD	see annex B
42	Lot 4	Kunduz	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital

43	Lot 4	Takhar	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	18	5			DFC	see annex B
44	Lot 4	Takhar	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	12	5			POD	see annex B
45	Lot 4	Takhar	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 51 Town-Ace, 18 corolla will be in lot-4
46	Lot 5	Balkh	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	19	5			DFC	see annex B
47	Lot 5	Balkh	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	15	5			POD	see annex B
48	Lot 5	Balkh	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
49	Lot 5	Faryab	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	14	5			DFC	see annex B
50	Lot 5	Faryab	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	11	5			POD	see annex B
51	Lot 5	Faryab	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
52	Lot 5	Jawzjan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	11	5			DFC	see annex B
53	Lot 5	Jawzjan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	10	5			POD	see annex B
54	Lot 5	Jawzjan	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
55	Lot 5	Samangan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	7	5			DFC	see annex B
56	Lot 5	Samangan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
57	Lot 5	Samangan	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
58	Lot 5	Sar-e-Pul	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	7	5			DFC	see annex B

59	Lot 5	Sar-e-Pul	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
60	Lot 5	Sar-e-Pul	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 52 Town-Ace, 29 corolla will be in lot-5
61	Lot 6	Ghazni	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	19	5			DFC	see annex B
62	Lot 6	Ghazni	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	15	5			POD	see annex B
63	Lot 6	Ghazni	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
64	Lot 6	Khost	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	13	5			DFC	see annex B
65	Lot 6	Khost	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	9	5			POD	see annex B
66	Lot 6	Khost	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
67	Lot 6	Paktika	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	19	5			DFC	see annex B
68	Lot 6	Paktika	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	13	5			POD	see annex B
69	Lot 6	Paktika	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
70	Lot 6	Paktia	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	11	5			DFC	see annex B
71	Lot 6	Paktia	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	10	5			POD	see annex B
72	Lot 6	Paktia	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 47 Town-Ace, 18 corolla will be in lot-6

73	Lot 7	Kunar	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	15	5			DFC	see annex B
74	Lot 7	Kunar	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	12	5			POD	see annex B
75	Lot 7	Kunar	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
76	Lot 7	Laghman	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	5	5			DFC	see annex B
77	Lot 7	Laghman	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	7	5			POD	see annex B
78	Lot 7	Laghman	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
79	Lot 7	Nangarhar	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	26	5			DFC	see annex B
80	Lot 7	Nangarhar	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	21	5			POD	see annex B
81	Lot 7	Nangarhar	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
82	Lot 7	Nuristan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	8	5			DFC	see annex B
83	Lot 7	Nuristan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
84	Lot 7	Nuristan	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 48 Town-Ace, 15 corolla will be in lot-7
85	Lot 8	Logar	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	7	5			DFC	see annex B
86	Lot 8	Logar	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
87	Lot 8	Logar	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
88	Lot 8	Kabul	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	32	5			DFC	see annex B

89	Lot 8	Kabul	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	26	5			POD	see annex B
90	Lot 8	Kabul	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
91	Lot 8	Kapisa	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	7	5			DFC	see annex B
92	Lot 8	Kapisa	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
93	Lot 8	Kapisa	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
94	Lot 8	Panjsher	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	8	5			DFC	see annex B
95	Lot 8	Panjsher	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	8	5			POD	see annex B
96	Lot 8	Panjsher	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
97	Lot 8	Parwan	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	10	5			DFC	see annex B
98	Lot 8	Parwan	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	9	5			POD	see annex B
99	Lot 8	Parwan	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
100	Lot 8	Wardak	Flying coach 1997/ equivalent or above, lift hand drive, 4wd	9	5			DFC	see annex B
101	Lot 8	Wardak	Town-Ace 1997/equivalent or above, lift hand drive, 4wd	10	5			POD	see annex B
102	Lot 8	Wardak	Toyota corolla 1997/equivalent or above	1	5			POD	Provincial Capital
Subtotal:									out of 69 Town-Ace, 32 corolla will be in lot-8
Grand Total:									

Currency: AFN

Along with the tender document, you are supposed to have received the price schedule on an excel sheet.

If not, please send a request to: procurement.elect@undp.org

Please fill the excel sheet with unit prices in AFN and print the sheet.

Sign all the pages with stamp and include the price schedule to your bid.

In case of discrepancy between total price and unit price, the unit price shall prevail.

Please confirm hereafter:

Payment terms : 30 days after receipt of monthly invoice and proof of satisfactorily completion of services

Validity of Price : duration of contract

Name of the company : _____

Address of company : _____

Name of authorised
Representative : _____

Phone number : _____

Email address : _____

Signature : _____

Date : _____

ANNEX-B

Operating Locations of each vehicle within its respective province

Unit Type	District	District in Dari	Province	Province in Dari	No of Vehicle		Hired from (origin)
					DFC	CE	
District	Arghanjkhwa	ارغنچخواه	Badakhshan	بدخشان	1	1	Fayzabad
District	Argo	ارگو	Badakhshan	بدخشان	1	1	Fayzabad
District	Baharak	بهارک	Badakhshan	بدخشان	1	1	Fayzabad
District	Darayem	درایم	Badakhshan	بدخشان	1	1	Fayzabad
District	Darwaz (Mamay)	درواز	Badakhshan	بدخشان	1	1	Fayzabad
District	Darwaz-e-Balla (Nesay)	درواز بالا	Badakhshan	بدخشان	1	1	Fayzabad
District	Eshkmesh	اشکشم	Badakhshan	بدخشان	1	1	Fayzabad
Provincial Center	Fayzabad	فیض آباد	Badakhshan	بدخشان	1	1	Fayzabad
District	Jorm	جرم	Badakhshan	بدخشان	1	1	Fayzabad
District	Keshem	کشم	Badakhshan	بدخشان	1	1	Fayzabad
District	Khash	خاش	Badakhshan	بدخشان	1	1	Fayzabad
District	Khwahan	خواهان	Badakhshan	بدخشان	1	1	Fayzabad
District	Kofab	کوف آب	Badakhshan	بدخشان	1	1	Fayzabad
District	Kohestan	کو هستان	Badakhshan	بدخشان	1	1	Fayzabad
District	Koran wa Monjan	کران ومنجان	Badakhshan	بدخشان	1	1	Fayzabad
District	Raghestan	راغستان	Badakhshan	بدخشان	1	1	Fayzabad
District	Shahr-e-Buzorg	شهر بزرگ	Badakhshan	بدخشان	1	1	Fayzabad
District	Shaki	شکی	Badakhshan	بدخشان	1	1	Fayzabad
District	Shighnan	شغنان	Badakhshan	بدخشان	1	1	Fayzabad
District	Shuhada	شهدا	Badakhshan	بدخشان	1	1	Fayzabad
District	Tagab	تگاب	Badakhshan	بدخشان	1	1	Fayzabad
District	Teshkan	تشنکان	Badakhshan	بدخشان	1	1	Fayzabad
District	Wakhan	واخان	Badakhshan	بدخشان	1	1	Fayzabad

District	Warduj	وردوج	Badakhshan	بدخشان	1	1	Fayzabad
District	Yaftal-e-Sufla	يقتل سفلی	Badakhshan	بدخشان	1	1	Fayzabad
District	Yamgan (girwan)	بمگان	Badakhshan	بدخشان	1	1	Fayzabad
District	Yawan	ياوان	Badakhshan	بدخشان	1	1	Fayzabad
District	Zebak	زيباک	Badakhshan	بدخشان	1	1	Fayzabad
District	Abkamari	آب کمری	Badghis	بادغیس	1	1	Qala-e-naw
District	Bala Murghab	بالا مرغاب	Badghis	بادغیس	1	1	Qala-e-naw
District	Ghormach	غورماچ	Badghis	بادغیس	1	1	Maimana
District	Jawand	جوند	Badghis	بادغیس	1	1	Qala-e-naw
District	Muqur	مقر	Badghis	بادغیس	1	1	Qala-e-naw
District	Qadis	قادیس	Badghis	بادغیس	1	1	Qala-e-naw
Provincial Center	Qala-e-Naw	قلعه نو	Badghis	بادغیس	1	1	Qala-e-naw
District	Andarab	اندراب	Baghlan	بغلان	1	1	Baghlan
District	Baghlan-e-Jadid	بغلان جدید	Baghlan	بغلان	1	1	Baghlan
District	Burka	بورکه	Baghlan	بغلان	1	1	Baghlan
District	Dahana-e-Ghori	دهنه غوری	Baghlan	بغلان	1	1	Baghlan
District	Dehsalah	ده صلاح	Baghlan	بغلان	1	1	Baghlan
District	Doshi	دوشی	Baghlan	بغلان	1	1	Baghlan
District	Fereng Wa Gharu	فرنگ و غارو	Baghlan	بغلان	1	1	Baghlan
District	Guzargah-e- Nur	گذرگاه نور	Baghlan	بغلان	1	1	Baghlan
District	Khenjan	خنجان	Baghlan	بغلان	1	1	Baghlan
District	Khost Wa Fereng	خوست و فرنگ	Baghlan	بغلان	1	1	Baghlan
District	Khwajahejran	خواجه هجران	Baghlan	بغلان	1	1	Baghlan
District	Nahrin	نهرین	Baghlan	بغلان	1	1	Baghlan
Provincial Center	Pul-e-khumri	پلخمري	Baghlan	بغلان	1	1	Baghlan
District	Pul-e-Hesar	پل حصار	Baghlan	بغلان	1	1	Baghlan
District	Tala Wa barfak	تاله و برفک	Baghlan	بغلان	1	1	Baghlan
District	Balkh	بلخ	Balkh	بلخ	1	1	Mazar-e-Sharif
District	Charbulak	چار بولک	Balkh	بلخ	1	1	Mazar-e-Sharif

District	Charkent	چار کنت	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Chemtal	چمتال	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Dawlatabad	دولت آباد	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Dehdadi	دهدادی	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Kaldar	کلدار	Balkh	بلغ	1	1	Mazar-e-Sharif
Town	Sharak-e-Hayratan	شهرک حیرتان	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Keshنده	کشنده	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Khulm	خلم	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Marmul	مارمُل	Balkh	بلغ	1	1	Mazar-e-Sharif
Provincial Center	Mazar-e-Sharif	مزار شریف	Balkh	بلغ	4	4	Mazar-e-Sharif
District	Nahr-e-Shahi	نهر شاهی	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Sholgareh	شولگره	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Shortepa	شور تپه	Balkh	بلغ	1	1	Mazar-e-Sharif
District	Zari	زاری	Balkh	بلغ	1	1	Mazar-e-Sharif
Provincial Center	Bamyan	بامیان	Bamyan	بامیان	1	1	Bamyan
District	Kahmard	کهمر د	Bamyan	بامیان	1	1	Bamyan
District	Panjab	پنجاب	Bamyan	بامیان	1	1	Bamyan
District	Sayghan	سیغان	Bamyan	بامیان	1	1	Bamyan
District	Shibar	شیر	Bamyan	بامیان	1	1	Bamyan
District	Waras	ورث	Bamyan	بامیان	1	1	Bamyan
District	Yakawlang	یکاولنگ	Bamyan	بامیان	1	1	Bamyan
District	Ashtarlay	اشترلی	Daykundi	دایکندی	1	1	Daykundi
District	Gizab	گیزاب	Daykundi	دایکندی	1	1	Daykundi
District	Kajran	کجران	Daykundi	دایکندی	1	1	Daykundi
District	Khadir	خدیر	Daykundi	دایکندی	1	1	Daykundi
District	kiti	کیتی	Daykundi	دایکندی	1	1	Daykundi

District	Miramor	میرامور	Daykundi	دایکندی	1	1	Daykundi
Provincial Center	Nili	نیلې	Daykundi	دایکندی	1	1	Daykundi
District	Sang-e-Takht	سنگ تخت	Daykundi	دایکندی	1	1	Daykundi
District	Shahrestan	شهرستان	Daykundi	دایکندی	1	1	Daykundi
District	Anardara	انار دره	Farah	فراه	1	1	Farah
District	Bakwa	بکواه	Farah	فراه	1	1	Farah
District	Balabuluk	بالا بلوک	Farah	فراه	1	1	Farah
Provincial Center	Farah	فراه	Farah	فراه	1	1	Farah
District	Gulestan	گلستان	Farah	فراه	1	1	Farah
District	Khak-e-Safed	خاک سفید	Farah	فراه	1	1	Farah
District	Lash-e-Juwayn	لاش جوین	Farah	فراه	1	1	Farah
District	Purchaman	پُرچمن	Farah	فراه	1	1	Farah
District	Pushtrod	پشتروډ	Farah	فراه	1	1	Farah
District	Qala-e-Kah	قلعه کاه	Farah	فراه	1	1	Farah
District	Shibkoh	شېب کوه	Farah	فراه	1	1	Farah
District	Almar	المار	Faryab	فاریاب	1	1	Faryab
District	Andkhoy	اندخوی	Faryab	فاریاب	1	1	Faryab
District	Bilcheragh	بلچراغ	Faryab	فاریاب	1	1	Faryab
District	Dawlatabad	دولت آباد	Faryab	فاریاب	1	1	Faryab
District	Garziwan	گرزیوان	Faryab	فاریاب	1	1	Faryab
District	Khan-e-Char Bagh	خان چارباغ	Faryab	فاریاب	1	1	Faryab
District	Khwajasabzposh	خواجه سبزپوش	Faryab	فاریاب	1	1	Faryab
District	Kohestan	کوhestan	Faryab	فاریاب	1	1	Faryab
Provincial Center	Maymana	میمنه	Faryab	فاریاب	1	1	Faryab
District	Pashtunkot	پشتون کوټ	Faryab	فاریاب	1	1	Faryab
District	Qaramqol	قرم قل	Faryab	فاریاب	1	1	Faryab
District	Qaysar	قیصار	Faryab	فاریاب	1	1	Faryab
District	Qorghhan	قرغان	Faryab	فاریاب	1	1	Faryab
District	Shirintagab	شیرین تگاب	Faryab	فاریاب	1	1	Faryab
District	Abband	آب بند	Ghazni	غزني	1	1	Ghazni

District	Ajrestan	اجرستان	Ghazni	غزنی	1	1	Ghazni
District	Andar	اندر	Ghazni	غزنی	1	1	Ghazni
District	Dehyak	ده یک	Ghazni	غزنی	1	1	Ghazni
District	Gelan	گیلان	Ghazni	غزنی	1	1	Ghazni
Provincial Center	Ghazni	غزنی	Ghazni	غزنی	1	1	Ghazni
District	Giro	گیرو	Ghazni	غزنی	1	1	Ghazni
District	Jaghatu	جغتو	Ghazni	غزنی	1	1	Ghazni
District	Jaghuri	جاغوری	Ghazni	غزنی	1	1	Ghazni
District	Khwajaumari	خواجه عمری	Ghazni	غزنی	1	1	Ghazni
District	Malestan	مالستان	Ghazni	غزنی	1	1	Ghazni
District	Muqur	مقر	Ghazni	غزنی	1	1	Ghazni
District	Nawa	ناوه	Ghazni	غزنی	1	1	Ghazni
District	Nawur	ناور	Ghazni	غزنی	1	1	Ghazni
District	Qarabagh	قره باغ	Ghazni	غزنی	1	1	Ghazni
District	Rashidan	رشیدان	Ghazni	غزنی	1	1	Ghazni
District	Waghaz	واغظ	Ghazni	غزنی	1	1	Ghazni
District	Walimuhammad-e-Shahid (khogyani)	ولی محمد شهید	Ghazni	غزنی	1	1	Ghazni
District	Zanakhan	زنه خان	Ghazni	غزنی	1	1	Ghazni
Provincial Center	Chaghcharan	چغچران	Ghor	غور	1	1	Ghor
District	Charsadra	چار صد ره	Ghor	غور	1	1	Ghor
District	Dawlatyar	دولت یار	Ghor	غور	1	1	Ghor
District	DoLayna	دو لینه	Ghor	غور	1	1	Ghor
District	Lal Wa Sarjantal	لعل و سرچنگل	Ghor	غور	1	1	Ghor
District	Pasaband	پسابند	Ghor	غور	1	1	Ghor
District	Saghar	ساغر	Ghor	غور	1	1	Ghor
District	Shahrak	شهرک	Ghor	غور	1	1	Ghor
District	Taywarah	تیوره	Ghor	غور	1	1	Ghor
District	Tolak	تولک	Ghor	غور	1	1	Ghor
District	Baghran	باغران	Hilmand	هلمند	1	1	Hilmand

District	Deh-e-shu	ديشو	Hilmand	هلمند	1	1	Hilmand
District	Garmser	گرم سير	Hilmand	هلمند	1	1	Hilmand
District	Kajaki	کجکی	Hilmand	هلمند	1	1	Hilmand
Provincial Center	Lashkargah	لشکرگاه	Hilmand	هلمند	1	1	Hilmand
District	Musaqalah	موسی قلعه	Hilmand	هلمند	1	1	Hilmand
District	Nad-e-Ali	نادعلي	Hilmand	هلمند	1	1	Hilmand
District	Nahr-e-Saraj	نهر سراج	Hilmand	هلمند	1	1	Hilmand
District	Nawa-e-Barakzaiy	ناوه بارکزائی	Hilmand	هلمند	1	1	Hilmand
District	Nawzad	نوزاد	Hilmand	هلمند	1	1	Hilmand
District	Reg	ریگ	Hilmand	هلمند	1	1	Hilmand
District	Sangin	سنگین	Hilmand	هلمند	1	1	Hilmand
District	Washer	واشیر	Hilmand	هلمند	1	1	Hilmand
District	Marjah	واشیر	Hilmand	هلمند			Hilmand
District	Adraskan	ادرسکن	Hirat	هرات	1	1	Hirat
District	Chisht-e-Sharif	چشت شریف	Hirat	هرات	1	1	Hirat
District	Farsi	فرسی	Hirat	هرات	1	1	Hirat
District	Ghoryan	غوریان	Hirat	هرات	1	1	Hirat
District	Gulran	گلران	Hirat	هرات	1	1	Hirat
District	Guzara	گذره	Hirat	هرات	1	1	Hirat
Provincial Center	Herat	هرات	Hirat	هرات	6	6	Hirat
District	Injil	انجیل	Hirat	هرات	1	1	Hirat
District	Karukh	کرُخ	Hirat	هرات	1	1	Hirat
District	Kohsan	کوهسان	Hirat	هرات	1	1	Hirat
District	Kushk (Rubat-i-Sangi)	کُشک	Hirat	هرات	1	1	Hirat
District	Kushk-e-Kohna	کُشک کهنه	Hirat	هرات	1	1	Hirat
District	Obe	اوبی	Hirat	هرات	1	1	Hirat
District	Pashtunzarghun	پشتون زرغون	Hirat	هرات	1	1	Hirat
District	Shindand	شیندند	Hirat	هرات	1	1	Hirat
District	Zindajan	زنده جان	Hirat	هرات	1	1	Hirat
District	TORGHONDI		Hirat	هرات			Hirat

District	Aqcha	آقچه	Jawzjan	جوزجان	1	1	Jawzjan
District	Darzab	درز آب	Jawzjan	جوزجان	1	1	Jawzjan
District	Fayzabad	فیض آباد	Jawzjan	جوزجان	1	1	Jawzjan
District	Khamyab	خمیاب	Jawzjan	جوزجان	1	1	Jawzjan
District	Khanaqa	خانقا	Jawzjan	جوزجان	1	1	Jawzjan
District	Khwajadukoh	خواجه دوکوه	Jawzjan	جوزجان	1	1	Jawzjan
District	Mardyan	مردیان	Jawzjan	جوزجان	1	1	Jawzjan
District	Mingajik	منگجک	Jawzjan	جوزجان	1	1	Jawzjan
District	Qarqin	قرقین	Jawzjan	جوزجان	1	1	Jawzjan
District	Qushtepa	قوش تپه	Jawzjan	جوزجان	1	1	Jawzjan
Provincial Center	Shiberghan	شبرغان	Jawzjan	جوزجان	1	1	Jawzjan
District	Bagrami	بگرامی	Kabul	کابل	1	1	Kabul
District	Chaharasyab	چهار آسیاب	Kabul	کابل	1	1	Kabul
District	Dehsabz	ده سبز	Kabul	کابل	1	1	Kabul
District	Estalef	استالف	Kabul	کابل	1	1	Kabul
District	Farza	فرزه	Kabul	کابل	1	1	Kabul
District	Guldara	گلدره	Kabul	کابل	1	1	Kabul
Capital	Kabul	کابل	Kabul	کابل			Kabul
Capital	KABUL Nahia 01	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 02	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 03	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 04	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 03	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 06	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 07	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 08	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 09	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 10	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 11	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 12	کابل	Kabul	کابل	1	1	Kabul

Capital	KABUL Nahia 13	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 14	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 13	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 16	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 17	کابل	Kabul	کابل	1	1	Kabul
Capital	KABUL Nahia 18	کابل	Kabul	کابل	1	1	Kabul
District	Kalakan	کلکان	Kabul	کابل	1	1	Kabul
District	Khak-e- Jabbar	خاک جبار	Kabul	کابل	1	1	Kabul
District	Mirbachakot	میر بچه کوت	Kabul	کابل	1	1	Kabul
District	Musayi	موسهه	Kabul	کابل	1	1	Kabul
District	Paghman	پغمان	Kabul	کابل	1	1	Kabul
District	Qarabagh	قره باغ	Kabul	کابل	1	1	Kabul
District	Shakardara	شکردره	Kabul	کابل	1	1	Kabul
District	Surobi	سروبی	Kabul	کابل	1	1	Kabul
District	Arghandab	ارغنداب	Kandahar	کندهار	1	1	Kandahar
District	Arghestan	ارغستان	Kandahar	کندهار	1	1	Kandahar
District	Daman	دامان	Kandahar	کندهار	1	1	Kandahar
District	Ghorak	غورک	Kandahar	کندهار	1	1	Kandahar
Provincial Center	Kandahar	کندهار	Kandahar	کندهار	6	6	Kandahar
District	Khakrez	خاکریز	Kandahar	کندهار	1	1	Kandahar
District	Maruf	معروف	Kandahar	کندهار	1	1	Kandahar
District	Maywand	میوند	Kandahar	کندهار	1	1	Kandahar
District	Miyanshin	میانشین	Kandahar	کندهار	1	1	Kandahar
District	Nesh	نیش	Kandahar	کندهار	1	1	Kandahar
District	Panjwayi	پنجوائی	Kandahar	کندهار	1	1	Kandahar
District	Reg	ریگ	Kandahar	کندهار	1	1	Kandahar
District	Shahwalikot	شاه ولی کوت	Kandahar	کندهار	1	1	Kandahar
District	Shorabak	شور آبک	Kandahar	کندهار	1	1	Kandahar
District	Spinboldak	سپین بولدک	Kandahar	کندهار	1	1	Kandahar
District	Zheray	ژری	Kandahar	کندهار	1	1	Kandahar

District	Dand		Kandahar	کندهار			Kandahar
District	Takhta pul		Kandahar	کندهار			Kandahar
District	Alasay	اله ساي	Kapisa	کاپيسا	1	1	Kapisa
District	Hisa-e- Awal-e-Kohestan	حصه اول کوhestان	Kapisa	کاپيسا	1	1	Kapisa
District	Hisa-e- Duwum-e-Kohestan	حصه دوم کوhestان	Kapisa	کاپيسا	1	1	Kapisa
District	Kohband	کوه بند	Kapisa	کاپيسا	1	1	Kapisa
Provincial Center	Mahmud-e- Raqi	محمود راقی	Kapisa	کاپيسا	1	1	Kapisa
District	Nejrab	نجراب	Kapisa	کاپيسا	1	1	Kapisa
District	Tagab	تگاب	Kapisa	کاپيسا	1	1	Kapisa
District	Bak	باک	Khost	خوست	1	1	Khost
District	Gurbuz	گربز	Khost	خوست	1	1	Khost
District	Jajimaydan	جاجی میدان	Khost	خوست	1	1	Khost
Provincial Center	Khost(Matun)	خوست(متون)	Khost	خوست	1	1	Khost
District	Mandozayi	مندوزائی	Khost	خوست	1	1	Khost
District	Musakhel	موسی خیل	Khost	خوست	1	1	Khost
District	Nadirshahkot	نادرشاه کوت	Khost	خوست	1	1	Khost
District	Qalandar	قلندر	Khost	خوست	1	1	Khost
District	Sabari	صبری	Khost	خوست	1	1	Khost
District	Shamal	شمل	Khost	خوست	1	1	Khost
District	Spera	سپیره	Khost	خوست	1	1	Khost
District	Tani	تنی	Khost	خوست	1	1	Khost
District	Terezayi (Ali Sher)	تری زائی	Khost	خوست	1	1	Khost
Provincial Center	Asadabad	اسد آباد	Kunar	کنر ها	1	1	Kunar
District	Barkunar	برکنر	Kunar	کنر ها	1	1	Kunar
District	Chapadara	چپه دره	Kunar	کنر ها	1	1	Kunar
District	Chawkay	چوکی	Kunar	کنر ها	1	1	Kunar
District	Dangam	دانگام	Kunar	کنر ها	1	1	Kunar
District	Dara-e-Pech	دره پیچ	Kunar	کنر ها	1	1	Kunar
District	Ghazabad	غازی آباد	Kunar	کنر ها	1	1	Kunar

District	Khaskunar	خاص کنړ	Kunar	کنړ ها	1	1	Kunar
District	Marawara	مروره	Kunar	کنړ ها	1	1	Kunar
District	Narang	نړنگ	Kunar	کنړ ها	1	1	Kunar
District	Nari	ناری	Kunar	کنړ ها	1	1	Kunar
District	Nurgal	نورگل	Kunar	کنړ ها	1	1	Kunar
District	Sarkani	سرکاني	Kunar	کنړ ها	1	1	Kunar
District	Shigal Wa sheltan	شېگل وشلتن	Kunar	کنړ ها	1	1	Kunar
District	Watapur	وته پور	Kunar	کنړ ها	1	1	Kunar
District	Aliabad	علی آباد	Kunduz	کنډز	1	1	Kunduz
District	Chardarah	چهار دره	Kunduz	کنډز	1	1	Kunduz
District	Dasht-e-Archi	دشت ارچی	Kunduz	کنډز	1	1	Kunduz
District	Emamsaheb	امام صاحب	Kunduz	کنډز	1	1	Kunduz
District	Khanabad	خان آباد	Kunduz	کنډز	1	1	Kunduz
Provincial Center	Kunduz	کنډز	Kunduz	کنډز	1	1	Kunduz
District	Qala-e-Zal	قلعه ذال	Kunduz	کنډز	1	1	Kunduz
District	Alingar	علینگار	Laghman	لغمان	1	1	Laghman
District	Alishang	علیشنگ	Laghman	لغمان	1	1	Laghman
District	Dawlatshah	دولت شاه	Laghman	لغمان	1	1	Laghman
Provincial Center	Mehtarlam	مهنر لام	Laghman	لغمان	1	1	Laghman
District	Qarghayi	قرغه نی	Laghman	لغمان	1	1	Laghman
District	Bad pash		Laghman				Laghman
District	Azra	ازره	Logar	لوگر	1	1	Logar
District	Barakibarak	برکی برک	Logar	لوگر	1	1	Logar
District	Charkh	چرخ	Logar	لوگر	1	1	Logar
District	Kharwar	خروار	Logar	لوگر	1	1	Logar
District	Khoshi	خوښی	Logar	لوگر	1	1	Logar
District	Mohammadagha	محمدآغه	Logar	لوگر	1	1	Logar
Provincial Center	Pul-e- Alam	پل علم	Logar	لوگر	1	1	Logar
District	Achin	اچین	Nangarhar	ننگرهار	1	1	Nangarhar
District	Batikot	بتي کوب	Nangarhar	ننگرهار	1	1	Nangarhar

District	Behsud	بهسود	Nangarhar	ننگرهار	1	1	Nangarhar
District	Chaparhar	چپرهار	Nangarhar	ننگرهار	1	1	Nangarhar
District	Dara-e-Nur	دره نور	Nangarhar	ننگرهار	1	1	Nangarhar
District	Dehbala	ده بالا	Nangarhar	ننگرهار	1	1	Nangarhar
District	Durbaba	دُر بابا	Nangarhar	ننگرهار	1	1	Nangarhar
District	Goshta	گوشته	Nangarhar	ننگرهار	1	1	Nangarhar
District	Hesarak	حصارک	Nangarhar	ننگرهار	1	1	Nangarhar
Provincial Center	Jalalabad	جلال آباد	Nangarhar	ننگرهار	3	3	Nangarhar
District	Kama	کامه	Nangarhar	ننگرهار	1	1	Nangarhar
District	Khogyani	خوگيانی	Nangarhar	ننگرهار	1	1	Nangarhar
District	Kot	کوت	Nangarhar	ننگرهار	1	1	Nangarhar
District	Kuzkunar	کوز کنر	Nangarhar	ننگرهار	1	1	Nangarhar
District	Lalpur	لعل پور	Nangarhar	ننگرهار	1	1	Nangarhar
District	Muhmand Dara	مهمند دره	Nangarhar	ننگرهار	1	1	Nangarhar
District	Nazyan	نازیان	Nangarhar	ننگرهار	1	1	Nangarhar
District	Pachieragam	پچیراگام	Nangarhar	ننگرهار	1	1	Nangarhar
District	Rodat	رودات	Nangarhar	ننگرهار	1	1	Nangarhar
District	Sherzad	شیرزاد	Nangarhar	ننگرهار	1	1	Nangarhar
District	Shinwar	شینوار	Nangarhar	ننگرهار	1	1	Nangarhar
District	Surkhrod	سرخ رود	Nangarhar	ننگرهار	1	1	Nangarhar
District	Chakhansur	چخانسور	Nimroz	نیمروز	1	1	Nimroz
District	Charburjak	چاربرجک	Nimroz	نیمروز	1	1	Nimroz
District	Kang	کنگ	Nimroz	نیمروز	1	1	Nimroz
District	Khashrod	خاش رود	Nimroz	نیمروز	1	1	Nimroz
District	Khashrod (Delaram)	خاش رود	Nimroz	نیمروز			Nimroz
Provincial Center	Zaranj	زرنج	Nimroz	نیمروز	1	1	Nimroz
District	Barg-e- Matal	برگ متال	Nuristan	نورستان	1	1	Nuristan
District	Duab	دو آب	Nuristan	نورستان	1	1	Nuristan
District	Kamdesh	کامدیش	Nuristan	نورستان	1	1	Nuristan
District	Mandol	مندول	Nuristan	نورستان	1	1	Nuristan

District	Norguram	نورگرام	Nuristan	نورستان	1	1	Nuristan
Provincial Center	Paroon	پروانس	Nuristan	نورستان	1	1	Nuristan
District	Wama	واما	Nuristan	نورستان	1	1	Nuristan
District	Waygal	وايگل	Nuristan	نورستان	1	1	Nuristan
District	Bermel	برمل	Paktika	پکتيکا	1	1	Paktika
District	Dila	ديله	Paktika	پکتيکا	1	1	Paktika
District	Gomal	گومل	Paktika	پکتيکا	1	1	Paktika
District	Gyan	گيان	Paktika	پکتيکا	1	1	Paktika
District	Janikhel	جانی خیل	Paktika	پکتيکا	1	1	Paktika
District	Matakhan	مٹاخان	Paktika	پکتيکا	1	1	Paktika
District	Naka	نیکه	Paktika	پکتيکا	1	1	Paktika
District	Omna	اومنه	Paktika	پکتيکا	1	1	Paktika
District	Sarobi	سروبی	Paktika	پکتيکا	1	1	Paktika
District	Sarrawzah(Sarhawzah)	سرروضه	Paktika	پکتيکا	1	1	Paktika
Provincial Center	Sharan	شرن	Paktika	پکتيکا	1	1	Paktika
District	Turwo (Tarwe)	تروو	Paktika	پکتيکا	1	1	Paktika
District	Urgun	ارگون	Paktika	پکتيکا	1	1	Paktika
District	Wazakhah	وازه خواه	Paktika	پکتيکا	1	1	Paktika
District	Wormamay	ور ممی	Paktika	پکتيکا	1	1	Paktika
District	Yahyakhel	یحی خیل	Paktika	پکتيکا	1	1	Paktika
District	Yosufkhel	یوسف خیل	Paktika	پکتيکا	1	1	Paktika
District	Zarghunshahr	زرغون شهر	Paktika	پکتيکا	1	1	Paktika
District	Ziruk	زیروک	Paktika	پکتيکا	1	1	Paktika
District	Ahmadaba	احمد آبا	Paktya	پکتیا	1	1	Paktya
District	Alikhel (Jaji)	علی خیل	Paktya	پکتیا	1	1	Paktya
District	Chamkani	چمکنی	Paktya	پکتیا	1	1	Paktya
District	Dand wa Patan	دند و پتان	Paktya	پکتیا	1	1	Paktya
Provincial Center	Gardez	گردیز	Paktya	پکتیا	1	1	Paktya
District	Janikhel	جانی خیل	Paktya	پکتیا	1	1	Paktya
District	Lija Ahmad Khel	لجه احمد خیل	Paktya	پکتیا	1	1	Paktya

District	Sayedkaram	سیدکرم	Paktya	پکتیا	1	1	Paktya
District	Shawak	شواک	Paktya	پکتیا	1	1	Paktya
District	Zadran	خدران	Paktya	پکتیا	1	1	Paktya
District	Zurmat	زُرمت	Paktya	پکتیا	1	1	Paktya
District	laja mangel		Paktya	پکتیا			Paktya
District	Mirzaka		Paktya	پکتیا			Paktya
Provincial Center	Bazarak	شُتل	Panjsher	پنجشیر	1	1	Panjsher
District	Dara	بازارک	Panjsher	پنجشیر	1	1	Panjsher
District	Khenj (Hes-e- Awal)	دره	Panjsher	پنجشیر	1	1	Panjsher
District	Onaba(Anawa)	خنج (حصه اول)	Panjsher	پنجشیر	1	1	Panjsher
District	Paryan	عنابه	Panjsher	پنجشیر	1	1	Panjsher
District	Rukha	پریان	Panjsher	پنجشیر	1	1	Panjsher
District	Shutul	رُخه	Panjsher	پنجشیر	1	1	Panjsher
District	Ab shar		Panjsher	پنجشیر	1	1	Panjsher
District	Bagram	بگرام	Parwan	پروان	1	1	Parwan
Provincial Center	Charikar	چاریکار	Parwan	پروان	1	1	Parwan
District	Ghorband	غوربند	Parwan	پروان	1	1	Parwan
District	Jabalussaraj	جبل السراج	Parwan	پروان	1	1	Parwan
District	Koh-e- Safi	کوه صافی	Parwan	پروان	1	1	Parwan
District	Salang	سالنگ	Parwan	پروان	1	1	Parwan
District	Saydkhel	سیدخل	Parwan	پروان	1	1	Parwan
District	Shekhali	شیخ علی	Parwan	پروان	1	1	Parwan
District	Shinwari	شینواری	Parwan	پروان	1	1	Parwan
District	Surkh-e- Parsa	سرخ پارسا	Parwan	پروان	1	1	Parwan
Provincial Center	Aybak	ایبک	Samangan	سمنگان	1	1	Samangan
District	Dara-e- Suf-e- Payin	دره صوف پائین	Samangan	سمنگان	1	1	Samangan
District	Dara-e Suf-e-Bala	دره صوف بالا	Samangan	سمنگان	1	1	Samangan
District	Feroznakhchir	فیروز نخچیر	Samangan	سمنگان	1	1	Samangan
District	Hazrat-e- Sultan	حضرت سلطان	Samangan	سمنگان	1	1	Samangan

District	Khuram Wa Sarbagh	خرم و سارباغ	Samangan	سمنگان	1	1	Samangan
District	Ruy-e-Duab	روی دو آب	Samangan	سمنگان	1	1	Samangan
District	Balkhab	بلخاب	Sar-e-Pul	سرپل	1	1	Sar-e-Pul
District	Gosfandi	گوسفندی	Sar-e-Pul	سرپل	1	1	Sar-e-Pul
District	Kohestanat	کوہستانات	Sar-e-Pul	سرپل	1	1	Sar-e-Pul
District	Sancharak(sangchark)	سانچارک	Sar-e-Pul	سرپل	1	1	Sar-e-Pul
Provincial Center	Sar-e-Pul	سرپل	Sar-e-Pul	سرپل	1	1	Sar-e-Pul
District	Sayad	صیاد	Sar-e-Pul	سرپل	1	1	Sar-e-Pul
District	Sozmaqala	سوزمه قلعه	Sar-e-Pul	سرپل	1	1	Sar-e-Pul
District	Baharak	بهارک	Takhar	تخار	1	1	Takhar
District	Bangi	بنگی	Takhar	تخار	1	1	Takhar
District	Chahab	چاہ آب	Takhar	تخار	1	1	Takhar
District	Chal	چال	Takhar	تخار	1	1	Takhar
District	Darqad	درقد	Takhar	تخار	1	1	Takhar
District	Dasht-e- Qala	دشت قلعه	Takhar	تخار	1	1	Takhar
District	Eshkashem	اشکمش	Takhar	تخار	1	1	Takhar
District	Farkhar	فرخار	Takhar	تخار	1	1	Takhar
District	Hazarsumuch	هزار سموچ	Takhar	تخار	1	1	Takhar
District	Kalafgan	کلفگان	Takhar	تخار	1	1	Takhar
District	Khwajabahawuddin	خواجه بہاوالدین	Takhar	تخار	1	1	Takhar
District	Khwajaghar	خواجه غار	Takhar	تخار	1	1	Takhar
District	Namakab	نمک آب	Takhar	تخار	1	1	Takhar
District	Rostaq	رُستاق	Takhar	تخار	1	1	Takhar
Provincial Center	Taloqan	تالقان	Takhar	تخار	2	2	Takhar
District	Warsaj	ورسج	Takhar	تخار	1	1	Takhar
District	Yangi Qala	بنگی قلعه	Takhar	تخار	1	1	Takhar
District	Chora	چورہ	Uruzgan	ارزگان	1	1	Uruzgan
District	Chora (chinarto)	چورہ	Uruzgan	ارزگان	1	1	Uruzgan
District	Dehrawud	دہراود	Uruzgan	ارزگان	1	1	Uruzgan
District	Khasuruzgan	خاص ارزگان	Uruzgan	ارزگان	1	1	Uruzgan

District	Shahid-e-Hassas	شهید حساس	Uruzgan	ارزگان	1	1	Uruzgan
Provincial Center	Tirinkot	تیرینکوت	Uruzgan	ارزگان	1	1	Uruzgan
District	Chak	چک	Wardak	وردک	1	1	Wardak
District	Daymirdad	دایمیرداد	Wardak	وردک	1	1	Wardak
District	Hesa-e- Awal-e- Behsud	حصه اول بهسود	Wardak	وردک	1	1	Wardak
District	Jaghathu	جغتو	Wardak	وردک	1	1	Wardak
District	Jalrez	جلریز	Wardak	وردک	1	1	Wardak
District	Markaz-e-Behsud	مذکر بهسود	Wardak	وردک	1	1	Wardak
Provincial Center	Maydانشahr	میدان شهر	Wardak	وردک	1	1	Wardak
District	Nerkh	نرخ	Wardak	وردک	1	1	Wardak
District	Saydabad	سید آباد	Wardak	وردک	1	1	Wardak
District	Arghandab	ارغنداب	Zabul	زابل	1	1	Zabul
District	Atghar	اتغر	Zabul	زابل	1	1	Zabul
District	Daychopan	دای چوپان	Zabul	زابل	1	1	Zabul
District	Kakar	کاکر	Zabul	زابل	1	1	Zabul
District	Mizan	میزان	Zabul	زابل	1	1	Zabul
District	Nawbahar	نوبهار	Zabul	زابل	1	1	Zabul
Provincial Center	Qalat	قلات	Zabul	زابل	1	1	Zabul
District	Shahjoy	شاه جوی	Zabul	زابل	1	1	Zabul
District	Shinkay	شینکی	Zabul	زابل	1	1	Zabul
District	Shomulzay	شمزلانی	Zabul	زابل	1	1	Zabul
District	Tarnak Wa Jaldak	ترنک و جلدک	Zabul	زابل	1	1	Zabul
					436	436	

Section 9: Model Long Term Agreement for the Provision of Goods and Services

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its UNDP Country Office at Shah Mahmood Ghazi Watt, Kabul, Afghanistan (hereinafter “UNDP”) and _____ (hereinafter called “Contractor”) with its headquarters at _____.

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

WHEREAS pursuant to the Invitation to Bid[to complete] the offer of the Contractor was accepted;

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

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of goods/services and deliverables, which are specified in Annex VI, as and when negotiated by UNDP and reflected in this contract in accordance with Annex VII: Price Schedule..
2. UNDP does not warrant that any quantity of goods or services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

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

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report quarterly to UNDP on the goods/services provided to UNDP Country Office and its projects.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

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

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

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

Article 6: THIS ARRANGEMENT IS NOT A BINDING COMMITMENT

9. The Supplier understands that this contract represents an offer on the part of the Supplier to provide UNDP with the items at the prices and under the terms and conditions detailed therein for the duration of this contract and does not represent a contract in and of itself or oblige UNDP to spend any monies whatsoever.

10. The values or volumes contained in this contract are estimate only, and in no way represent UNDP's total obligation to the Supplier. UNDP is not obliged to purchase any minimum quantity of equipment or services.

Article 7: A PURCHASE ORDER IS A BINDING COMMITMENT

11. Purchase Order (s) issued by UNDP pursuant to this Contract will form the only binding contract (s) between UNDP and the Supplier.

12. By reference to this contract, the Purchase Order(s) will incorporate all of the terms and conditions contained in this contract. UNDP's liability will be limited to the purchase of the items stipulated in this contract and no increase in the total liability of UNDP or in the price of items will be authorized or paid to the Supplier unless such increases have been pre-approved by UNDP, in writing, prior to shipment.

13. In case of ambiguities, discrepancies or inconsistencies between this contract and a Purchase Order issued by UNDP, this contract shall have precedence over any Purchase Order.

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

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____

ANNEX – C Logbook

IEC Vehicle Daily Log Book

کتاب ثبت فعالیت های روزانه وسایط کمیسیون مستقل انتخابات

[illegible]

شروع کیلو میٹر		Start Kilometer		محل امضاء DFC/CE:			
ختم کیلو میٹر		Finish Kilometer		سطح روغنیات			
مجموع کیلو میٹر		Total KM		لیلیٹر			
تعداد سبزی / نمک / روغن / دیگر				دائیمو			
				چراغها / هارن			
				سرعت سنج			
				آواز غیر نارمل انجن			
				مولد جرقه ماشین			
				کنٹرول کننده هوا			
				دیزل پمپ			
				کلچ			
				شیبہ ها / دروازه ها			
				استارتز انجن			
				بطری			
				چرخ های تایر / یالیز ها			
				برف پاک کن			
				گیر ها			
				برک پای			
				برک دست			
				اشترنگ			
				لیکاژ روغنیات؟			

IEC Vehicle Daily Log Book

کتاب ثبت فعالیت های روزانه وسایط کمیسیون مستقل انتخابات

تاریخ:									
کیلومتر سنج		تفصیلات سفر		وقت		نمبر پلٹ موٹر:		نام راننده	
Speedometer		Trip Details		Time		Vehicle Plate Number			
شروع	ختم	مجموع	محل آغاز سفر	خط سیر	وقت حرکت	وقت رسیدن	نام مسافر و موقف کاری	امضاء	

کیلومتر						وی	
Driver's Name	Start	Finish	Total KM	From	Destination	Left	arrived
						passenger/position	signature

محل امضاء DFC/CE:

<input type="checkbox"/>	گیر ها	<input type="checkbox"/>	شیشه ها / دروازه ها	<input type="checkbox"/>	آواز غیر نارمل انجن	<input type="checkbox"/>	سطح روغنیات
<input type="checkbox"/>	برک پای	<input type="checkbox"/>	استارت. انجن	<input type="checkbox"/>	مولد جرقه ماشین	<input type="checkbox"/>	لایلتز
<input type="checkbox"/>	برک دست	<input type="checkbox"/>	بطری	<input type="checkbox"/>	کنترول کننده هوا	<input type="checkbox"/>	داینمو
<input type="checkbox"/>	اشترنگ	<input type="checkbox"/>	چرخ های تایر / بایر ها	<input type="checkbox"/>	دیزل پمپ	<input type="checkbox"/>	چراغها / هارن
<input type="checkbox"/>	لیکاز روغنیات؟	<input type="checkbox"/>	برف پاک کن	<input type="checkbox"/>	کلچ	<input type="checkbox"/>	سرعت سنج

	شروع کیلومتر
	Start Kilometer
	ختم کیلومتر
	Finish Kilometer
	مجموع کیلومتر
	Total KM
	تعداد مجموعی سفر ها در یک روز
	# of trips for day

Section 10 – General Terms and Conditions of Contract for Services

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:

13.2.2.1a 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 4.1 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 any time, 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 <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. 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.
