



March 24, 2013

Revised INVITATION TO BID
n° UNDP/AFG/ELECT/2013/12

Subject: Long term agreement for the provision of transportation service of materials in Regions, Provinces & Districts of Afghanistan in support of the Voter Registration process conducted by IEC Afghanistan.

Deadline for Submission of Bids: 30 March 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 Long Term Agreement (LTA) for a period of up to 1 year with a possibility of extension subject to satisfactory performance

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

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: Model Long Term Agreement](#)

[Section 10: General Terms and Condition 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 address:

IEC main office, Kabul Jalalabad Road, Paktya Kot, Kabul Afghanistan

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/transparencydocs/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 ongoing, 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 members. If electronic submission is permitted, any specific electronic Bid opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

28. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

29. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 25). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.3 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>

Long Term Agreement

UNDP at its own discretion may wish to enter into a non-binding Long Term Agreement (LTA) as a result of this procurement process under the following conditions:

1. The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP which shall be reflected in a non-binding Long Term Agreement in the form attached hereto as the "Model Long Term Long Term Agreement for the Provision of Goods and/or Services to The United Nations Development Programme".
2. Such Services and/or goods shall be at negotiated prices listed the Price Schedule and/or Bill of Quantities as applicable. The prices shall remain in effect for a period of one/two years from entry into effect of the Long Term Agreement
3. UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement, which may be required up to a maximum of period of 2 years.. The quantities indicated herein are indicative and does not in any way guarantee quantities to be awarded in the contract.
4. 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 20 % 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

G. Long Term Agreement:

26. UNDP at its own discretion may wish to enter into a non-binding Long Term Agreement (LTA) as a result of this procurement process under the following conditions:

27. The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP which shall be reflected in a non-binding Long Term Agreement.

28. Such Services and/or goods shall be at negotiated prices listed the Price Schedule and/or Bill of Quantities as applicable. The prices shall remain in effect for a period of two years from entry into effect of the Long Term Agreement

29. 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, renewable one year.

30. 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."

H. Payment:

31. 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.

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

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

34. 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.

35. 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	GROUND TRANSPORTATION OF VOTER REGISTRATION COMMODITIES
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: 12:00 NOON 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
9	B.9.5	Bid Security	<input type="checkbox"/> Not required

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.

	C.15.4 b)		
12		Advanced Payment upon signing of contract	Not allowed
13		Liquidated Damages	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	Required as will be indicated in the Contract
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	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: Procurement Unit, 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 D.24	Deadline of Bid Submission	Date : 30 March 2013 @ 12 Noon Kabul Time
22	D.23.2	Manner of Submitting Bid	<input type="checkbox"/> Courier/Hand Delivery <input type="radio"/> SEALED BID NO: UNDP/ AFG/ELECT/2013/12 Ground Transportation of Voter Registration commodities.

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.

			DEADLINE: Before or on 30th March 2013, 12 noon (Kabul local time) NOT TO BE OPENED before deadline
24	D.23.1 c)	Date, time and venue for Public opening of Bid	Date : 30 March 2013 @ 02:00 noon , IEC main office, Kabul Jalalabad Road, Paktya Kot, Kabul Afghanistan
25		Evaluation method to be used in selecting the most responsive Bid	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>

			<input type="checkbox"/> Valid business trade license <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 as per the requirements of this ITB <input type="checkbox"/> Financial details: The eligible bidder (s) must include demonstrate a sound financial standing by providing the last 2 years of its bank statements <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. <input type="checkbox"/> All submittals shall bear seal/marketing/signature of bidder and UNDP/ELECT may request additional supporting documentation. <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.
30	C.15.2	Maximum Expected duration of contract	1 years with possibility of extension subject to satisfactory performance
31		UNDP will award the contract to:	UNDP reserves the right to engage more than 1 company for the implementation of this contract
32	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 ITB₂</p> <p>2 Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.</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><u>5.</u> 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>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 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 ▪ 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. <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>Transportation services provided under LOT's as described in Price Schedule for the provision of 5 tons and 10 tons trucks,</p> <p>Acceptability of the Delivery/implementation Schedule; Appropriateness of the Implementation Timetable to Project Schedule;</p> <p>Long Term Agreement</p> <ol style="list-style-type: none"> 1. UNDP ELECT will enter into a non-binding Long Term Agreement (LTA) for each LOT for period 1 years with possibility of extension for one more year upon mutual agreement of both parties. 2. The prices shall remain in effect for the duration of the LTA year from entry into effect of the Long Term Agreement 3. UNDP does not warrant that any quantity of Services will be procured during the term of this arrangement, which shall be for one years, renewable one year.
--	--	--	--

		<p>4. 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> <p>The Long Term Agreement as a result of this procurement process will be under the following conditions:</p> <p>A.The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP which shall be reflected in a non-binding Long Term Agreement in the form attached hereto as the “Model Long Term Long Term Agreement for the Provision of Goods and/or Services to The United Nations Development Programme”.</p> <p>B.Such Services and/or goods shall be at negotiated prices listed the Price Schedule as applicable. The prices shall remain in effect for a period of one/two years from entry into effect of the Long Term Agreement</p> <p>C.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 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>
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		
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.			
It is the responsibility of the bidders to verify the accuracy of the information, prices and calculations in the price schedule sheet.			
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.
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 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

SECTION 3

SCOPE OF REQUIREMENTS

Transportation Services (10-Ton & 5-Ton Trucks)

Specifications:	Please see Annex – A & Price Schedule
Truck Type:	Truck with capacity of 10-Ton & 5-Ton
Quantity:	136 trucks (+ or - by 20%) 21 trucks as contingent UNDP reserves the rights to cancel any truck(s) to and from any location at its own discretion
Delivery Location:	34 Provinces of Afghanistan (Price Schedule)
Service Duration:	Payment will be made strictly per successful trip undertaken as per the contract requirements

REQUIREMENTS:

Truck with capacity of 10-Ton, 5 Ton Truck and 5 Ton Hoist Truck

136 trucks (+ or - by 20%)

21 trucks as contingent

The quotes 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.

SECURITY:

Delivery of VR materials to from IEC HQ- Kabul to provinces does not need security escort or it will be provided by Afghan National Forces. The vendor shall accept full responsibility including security of all trucks supplied including security of the drivers. The vendor will be liable if any security incidents occur that has a relation to its drivers or trucks.

TRUCK PROPER DOCUMENTATION:

All trucks 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 truck 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, 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 UNDP reserves the right to:

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

DRIVER'S LICENSE:

It is the responsibility of the vendor to provide a qualified driver for each truck and the driver has to have a current Afghanistan driving license and ID card.

IEC reserves the right to reject any trucks that noncompliance with specification i.e. driver's driving capabilities, trucks tonnage or safety. In cases where IEC rejects the proposed truck(s) the vendor must replace the said truck(s) immediately.

GENERAL DESCRIPTION OF USE FOR TRUCKS:

1. Initially to transport materials from the Kabul Airport to IEC HQ.
2. Delivery & transportation of the VR materials from IEC HQ to provincial offices
3. Delivery & transportation of the VR materials from IEC HQ to Kabul Airport.
4. Delivery & transportation of the VR materials from provincial airports to provincial office as and when required
5. Note: Please refer to Price Schedule for exact delivery locations of each truck

TRUCK CONDITIONS:

Each truck should comply with following conditions:

- Furnished with new tires
- Furnished with clean and new tarpaulin
- Furnished with spare wheel and jack
- Left Hand drive

CARRIER PROVIDED SERVICES. The carrier should provide transportation 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 IEC HQ and 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.

Obligation of Contractor during contract period:

- a) During the term of this Contract, the Carrier 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.
- b) The Carrier shall notify UNDP focal person immediately in the event that a cargo truck are damaged while shipping election materials, and upon which the Carrier is to then provide a

suitable replacement cargo truck & reload the election materials at their won cost, before the start of the next day's operations for the completion of the Transportation Services.

- c) The Carrier shall not perform any work or provide any equipment materials or supplies or perform any other Transportation Services which may result in excess of the amount stipulated, without the prior agreement of the UNDP focal point.
- d) 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.
- e) The transportation services shall include the following :
 - i. Road transportation and "door to door" delivery; and
 - ii. All transfers from truck to truck.
- f) The transportation services shall exclude the following services :
 - i. Loading from the IEC warehouses to truck
 - ii. Offloading from the truck at the delivery point;
- g) The Carrier shall provide during course of the contract cargo truck in good repair condition, and shall provide all legally registered drivers, fuel, security measures, lubrications, consumables required for the Service requested.
- h) The Carrier shall provide vehicles with **sealed tents/containers** covered materials during transportation.
- i) 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 cargo trucks 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 trip sheets, are to be duly authorized by the appropriate UNDP representative.

Service Timetable:

- a) The Carrier shall supply a transportation service when requested and on 24 hour on-call basis as per UNDP request.
- b) The Carrier shall be at the named IEC warehouse before 7 am.
- c) The Carrier is to arrive at requested destination prior to 1500 hours, unless agreed otherwise by the authorized UNDP/ELECT or IEC representative. Should the Carrier arrive at such location after 1500 hours, the Contractor is to wait until the next operational day without further charge to UNDP.

- 6 INSPECTION AND ACCEPTANCE:** Carrier and UNDP shall inspect leased equipment (cargo vehicles) at the time of delivery. Acceptance of the equipment by UNDP shall demonstrate and affirm that the equipment is free from defects and that each piece of equipment is suitable for its intended purpose.

PAYMENT TERMS:

UNDP will not reimburse any additional payments to the contractor e.g. demurrage charges, waiting charges and etc. DEMURRAGE CHARGES WILL NOT BE PAID FOR BY THE UNDP.

- a) The Carrier will provide a price by trip, from one location (X) to another location (Y). UNDP/ELECT will not pay the price to bring the trucks back to the location (X) except when it will be duly notified by UNDP/ELECT in order to retrieve some goods from location (Y)
 - b) The Contractor shall submit monthly invoices for the Services performed.
 - c) UNDP shall pay the Contractor monthly in arrears upon the submission of the original invoices and one copy for the appropriate amount by the Contractor, duly authorized by the appropriate UNDP representative.
- 7. CONTRACT MANAGEMENT:** Every month, the carrier will 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 Carrier will be required to provide along with the monthly invoices the transport request form for each truck leaving one location for another one. These transport request forms shall be countersigned by the UNDP and IEC concerned focal point. Any failure to provide the forms may either delay or cancel any payments sought by the carrier.

RIGHTS OF CANCELLATION:

UNDP reserves the rights to cancel any truck(s) of any location at its own discretion without providing justification to the contractor.

USAGE of WAYBILL:

The vendor shall submit a copy of signed IEC waybill along with their invoice to IEC for releasing their payments. Please refer to Annex –B as sample of waybill.

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 Cargo Truck with 10 Ton Capacity		
3	Provision of Cargo Truck with 5 Ton Capacity		
4	Provision of Cargo Hoist Truck with 5 ton Capacity		

(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.

SCHEDULE for Delivery of VR materials – Phase One:

The bidder must provide price per trip at (price per trip) column for each truck. Company may bid for one or more lot (s), but partial bid within a LOT is NOT allowed. Note: IEC reserve the rights to increase or decrease the total quantity trucks by 25 percent.

No	Lot	From	To	Transportation Service Description	Truck Description	Truck Tonnage	Quantity	Price Per Trip	Total Price	Remarks
1	Lot- 1	Kabul Airport	IEC HQ	Delivery of VR materials without loading, offloading, escort & insurance cost	Hoist truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton with Hoist Capacity	15			
2	Lot- 1	Kabul Airport	IEC HQ	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	5			
3	Lot- 1	IEC HQ	Kabul Airport	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	10			
Total for Lot - 1										
1	Lot -2	Hirat Airport	Hirat Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	3			
2	Lot -2	Hirat Office	Badghis Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			Contingent
3	Lot -2	Hirat Office	Farah Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			Contingent
Total for Lot - 2										

1	Lot -3	IEC HQ	Kunar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
2	Lot -3	IEC HQ	Laghman	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
3	Lot -3	IEC HQ	Nangarhar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
4	Lot -3	IEC HQ	Nuristan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-ton	1			Contingent
Total for Lot - 3										
1	Lot -4	IEC HQ	Kabul	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
2	Lot -4	IEC HQ	Kapisa	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
3	Lot -4	IEC HQ	Panjsher	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
4	Lot -4	IEC HQ	Parwan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
5	Lot -4	IEC HQ	Logar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
6	Lot -4	IEC HQ	Wardak	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
Total for Lot - 4										
1	Lot 5	Kandahar	Zabul	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			Contingent
2	Lot -5	Kandahar Airport	Kandahar Office	Delivery of VR materials without loading, offloading,	Truck + driver furnished with new tarpaulin, tires, jack, & proper	5-Ton	2			

				escort & insurance cost	government license					
Total for Lot - 5										
1	Lot - 6	IEC HQ	Badakhsan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
2	Lot - 6	IEC HQ	Baghlan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
3	Lot - 6	IEC HQ	Kunduz	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
4	Lot - 6	IEC HQ	Takhar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
Total for Lot - 6										
1	Lot - 7	IEC HQ	Balkh	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
2	Lot - 7	IEC HQ	Faryab	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
3	Lot - 7	IEC HQ	Jawzjan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
4	Lot - 7	IEC HQ	Samangan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
5	Lot - 7	IEC HQ	Sar-E-Pul	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
Total for Lot - 7										
1	Lot - 8	IEC HQ	Ghazni	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			Contingent

2	Lot- 8	IEC HQ	Paktia	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			Contingent
3	Lot- 8	IEC HQ	Paktika	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			Contingent
4	Lot- 8	IEC HQ	Khost	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			Contingent
Total for Lot - 8										
1	Lot- 9	IEC HQ	Bamyan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
Total for Lot - 9										
Grand Total										

PRICE SCHEDULE for Delivery of VR materials – Phase Two:

Price schedule for phase two: The deliveries of phase two materials will kick start one and half month later from phase one. However, the validity of prices for phase two will be subject to IEC's operation & delivery requirement.

No	Lot	From	To	Transportation Service Description	Truck Description	Truck Tonnage	Quantity	Price Per Trip	Total Price	Remarks
1	Lot-1	Kabul Airport	IEC HQ	Delivery of VR materials without loading, offloading, escort & insurance cost	Hoist truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton with Hoist Capacity	27			
3	Lot-1	Kabul Airport	IEC HQ	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	32			
3	Lot- 1	IEC HQ	Kabul Airport	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	30			
Total for Lot - 1										

1	Lot -2	Hirat Airport	Hirat Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	8			
2	Lot -2	Hirat Office	Badghis Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
3	Lot -2	Hirat Office	Farah Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
4	Lot -2	Badghis Airport	Badghis Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
5	Lot -2	Farah Airport	Farah Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
5	Lot -2	IEC HQ	Hirat Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
6	Lot -2	IEC HQ	Farah Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
7	Lot -2	IEC HQ	Badghis Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
Total for Lot - 2										
1	Lot -3	IEC HQ	Kunar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-ton	1			
2	Lot -3	IEC HQ	Laghman	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-ton	2			
3	Lot -3	IEC HQ	Nangarhar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-ton	1			
4	Lot -3	IEC HQ	Nuristan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-ton	1			Contingent

Total for Lot - 3										
1	Lot -4	IEC HQ	Kabul	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	4			Contingent
2	Lot -4	IEC HQ	Kapisa	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
3	Lot -4	IEC HQ	Panjsher	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
4	Lot -4	IEC HQ	Parwan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
5	Lot -4	IEC HQ	Logar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
6	Lot -4	IEC HQ	Wardak	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
Total for Lot - 4										
1	Lot 5	Kandahar Airport	Kandahar Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	6			or vice versa
2	Lot 5	Hilmand Airport	Hilmand Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton				
3	Lot 5	Nimroz Airport	Nimroz Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton				
4	Lot 5	Urozgan Airport	Urozgan Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton				
5	Lot 5	Zabul Airport	Zabul Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton				

6	Lot 5	Kandahar	Zabul	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
7	Lot 5	IEC HQ	Kandahar Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
8	Lot 5	IEC HQ	Zabul Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
9	Lot 5	IEC HQ	Urozgan Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
10	Lot 5	IEC HQ	Hilmand Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
11	Lot 5	IEC HQ	Nimroz Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
Total for Lot - 5										
1	Lot - 6	IEC HQ	Badakhshan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	2			
2	Lot - 6	IEC HQ	Baghlan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
3	Lot - 6	IEC HQ	Kunduz	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
4	Lot - 6	IEC HQ	Takhar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
5	Lot - 6	IEC HQ	Takhar	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
Total for Lot - 6										
1	Lot - 7	IEC HQ	Balkh	Delivery of VR materials without loading, offloading, escort &	Truck + driver furnished with new tarpaulin, tires, jack, & proper	10-Ton	1			

				insurance cost	government license					
2	Lot - 7	IEC HQ	Balkh	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	5-Ton	1			
3	Lot - 7	IEC HQ	Faryab	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
4	Lot - 7	IEC HQ	Jawzjan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
5	Lot - 7	IEC HQ	Samangan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
5	Lot - 7	IEC HQ	Sar-E-Pul	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
Total for Lot - 7										
1	Lot- 8	IEC HQ	Ghazni	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
2	Lot- 8	IEC HQ	Paktika	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
3	Lot- 8	IEC HQ	Paktia	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
4	Lot- 8	IEC HQ	Khost	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			Contingent
5	Lot- 8	Ghazni Airport	Ghazni Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
6	Lot- 8	Paktika Airport	Paktika Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
7	Lot- 8	Paktia Airport	Paktia Office	Delivery of VR materials without loading, offloading, escort &	Truck + driver furnished with new tarpaulin, tires, jack, & proper	10-Ton	1			

				insurance cost	government license					
8	Lot- 8	Khost Airport	Khost Office	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
Total for Lot - 8										
1	Lot - 9	IEC HQ	Bamyan	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
2	Lot - 9	IEC HQ	Daikundi	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
3	Lot - 9	IEC HQ	Ghor	Delivery of VR materials without loading, offloading, escort & insurance cost	Truck + driver furnished with new tarpaulin, tires, jack, & proper government license	10-Ton	1			
Total for Lot - 9										
Grand Total										

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.

Please confirm hereafter:

Address of company : _____

Name of authorised
Representative : _____

Phone number : _____

Email address : _____

Signature : _____

Date : _____

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-B (Waybill)



کمیسیون مستقل انتخابات

بارنامه محموله های کمیسیون مستقل انتخابات

00001

تاریخ _____ شماره بارنامه

تفصیلات وسیله نقلیه

نمبر پلیت :
نوع وسیله نقلیه:
اسم راننده :
شماره تماس:

امضاء

اسم قراردادی :
شخص ارتباطی:
شماره تماس:

محل تخلیه

کمیسیون مستقل انتخابات، کابل

محل
بارگیری

صفحه:

ملاحظات / هدايات

سريال نمبر

بارکود

تعداد

واحد

تفصیلات

شماره

۱

۲

۳

۴

۵

۶

۷

۸

۹

۱۰

صرف اجناس فوق صحت است

تاریخ

امضاء

شماره تلفون

وظیفه

فرستنده محموله

تاریخ		امضاء		شماره تلفون		وظیفه		تائید کننده
تاریخ		امضاء		شماره تلفون		وظیفه		دریافت کننده محموله

بارنامه در 3 نقل ترتیب گردد (نقل اول نزد فرستنده، نقل دوم نزد راننده و نقل سوم توسط تسلیم شونده حفظ گردد).

ANNEX-B (Waybill)



کمیسیون مستقل انتخابات

بارنامه محموله های کمیسیون مستقل انتخابات

00001

تاریخ _____ شماره بارنامه

تفصیلات وسیله نقلیه

نمبر پلیت :
نوع وسیله نقلیه:
اسم راننده :
شماره تماس:

امضاء

اسم قراردادی :
شخص ارتباطی:
شماره تماس:

محل تخلیه

کمیسیون مستقل انتخابات، کابل

محل
بارگیری

صفحه:

شماره	تفصیلات	واحد	تعداد	بارکود	سریال نمبر	ملاحظات / هدايات
۱						
۲						
۳						
۴						
۵						
۶						
۷						
۸						
۹						
۱۰						
	صرف اجناس فوق صحت است					

تاریخ

امضاء

شماره تلفون

وظیفه

فرستنده محموله

تاریخ

امضاء

شماره تلفون

وظیفه

تائید کننده

تاریخ

امضاء

شماره تلفون

وظیفه

دریافت کننده محموله

بارنامه در 3 نقل ترتیب گردد (نقل اول نزد فرستنده، نقل دوم نزد راننده و نقل سوم توسط تسلیم شونده حفظ گردد).

ANNEX-B (Waybill)



کمیسیون مستقل انتخابات

بارنامه محموله های کمیسیون مستقل انتخابات

00001

تاریخ _____ شماره بارنامه

تفصیلات وسیله نقلیه

نمبر پلیت :
نوع وسیله نقلیه:
اسم راننده :
شماره تماس:

امضاء

اسم قراردادی :
شخص ارتباطی:
شماره تماس:

محل تخلیه

کمیسیون مستقل انتخابات، کابل

محل
بارگیری

صفحه:

شماره	تفصیلات	واحد	تعداد	بارکود	سریال نمبر	ملاحظات / هدايات
۱						
۲						
۳						
۴						
۵						
۶						
۷						
۸						
۹						
۱۰						
	صرف اجناس فوق صحت است					

تاریخ

امضاء

شماره تلفون

وظیفه

فرستنده محموله

تاریخ

امضاء

شماره تلفون

وظیفه

تائید کننده

تاریخ

امضاء

شماره تلفون

وظیفه

دریافت کننده محموله

بارنامه در 3 نقل ترتیب گردد (نقل اول نزد فرستنده، نقل دوم نزد راننده و نقل سوم توسط تسلیم شونده حفظ گردد).

Section 10 – General Terms and Conditions for Contract Services

UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

13.2.2.1a 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.
