

**INVITATION TO BID FOR SERVICES**

**LIBS-2016-9124928**

**25 April 2016**

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

**Wishes to invite you to submit a bid for**

Provision of passenger transportation services  
Closing/Opening Date: 05 May, 2016 at 2 PM

THIS INVITATION TO BID FOR SERVICES HAS BEEN:

Prepared By:

  
\_\_\_\_\_

Date: 25 APRIL, 2016

Mohammad Tamim Amini

(To be contacted for additional information, NOT FOR SENDING BIDS)

Email : [mtamini@unicef.org](mailto:mtamini@unicef.org)

Approved By:

  
\_\_\_\_\_

Date: 28/04/16.

Emma Maspero

## INVITATION TO BID FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF. The Bid must be made in accordance with the instructions contained in this Invitation to Bid for Services (ITBS).

### TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this ITBS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this ITBS.

### INFORMATION

Any request for information regarding this ITBS must be forwarded by email to the person who prepared this document, with specific reference to the ITBS number.

The Undersigned, having read the Terms and Conditions of ITBS No. **LIBS-2016-9124928** set out in the attached document, hereby offers to execute the services specified in this document.

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

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

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

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

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

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

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

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

Currency of Proposal: \_\_\_\_\_

Validity of Proposal: \_\_\_\_\_

Please indicate which of the following Payment Terms are offered by you:

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

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

**Delivery terms : UNICEF Kabul Office**

Item	Service Description	Quantity	Unit	Unit Price	Price
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## 10 Passenger transport services

### SHORT TITLE OF ASSIGNMENT:

The UNICEF Afghanistan Country Office (ACO) seeks a passenger transportation company for provision of passenger transportation services for UNICEF staff shuttle and transportation need beyond working hours.

### DUTY STATION:

Kabul

### PROPOSED DURAION:

2 years

### BACKGROUND:

UNICEF Afghanistan Country Office # Kabul has been providing daily shuttle services to its Kabul based staff using an outsourced transportation company.

Currently, the shuttle service is being provided for seven destinations. In March 2016, UNICEF Staff Association sent out a message to all staff and acquired information if anyone wanted to join the service and if new routes were required. 38 staff members expressed their interest including 2 new participants. Also, there was a meeting held between the shuttle users, UASA and Administration where they discussed the shuttle routes and destinations.

### OBJECTIVE:

Provision of efficient, reliable and cost effective transportation services to UNICEF national staff in Kabul.

### ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE:

#### TASK (1)

The Company provides very good condition, reliable, clean and well maintained soft skin 10 seater and Sedan passenger vehicles to/from UNOCA compound for UNICEF staff (male and female with authorized children/dependents) from the approved picking points stipulated in the attached list in Kabul city duly. The model of the vehicles should not be older than year 2004.

The destinations and the routes are attached to this TOR as annex.

In summary the routes are:

1. Darul Aman- 10 seater passenger van
2. Dasht Barchi- 10 seater passenger van
3. Char Rahi Qambar- Sedan car with 4 passenger capacity
4. Khairkhana- Through Qasaba road- 10 seater passenger van
5. Karti Parwan/Taimany- Tahia maskan- Through Qasaba Road- 10 seater passenger van
6. Karti Now, Arzan Qemat- 10 seater passenger van
7. Shahrak Aria through Matbeha road- 10 seater passenger van

**Delivery terms : UNICEF Kabul Office**

Item	Service Description	Quantity	Unit	Unit Price	Price
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DELIVERABLE (1)

Punctual and on time provision of passenger transportation services.

TIMEFRAME (1)

Every day except weekends and UN holidays pick up from UNOCA at 16:00 and 16: 30 and every morning around 06:30 from the assigned locations as per the attached routes list.

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TASK (2)

The Company provides very good condition, reliable, clean and well maintained soft skin 10 seater passenger or sedan vehicle for pick up and drop of UNICEF staff from UNOCA and ministries to various location in the Kabul city and from Airport to various locations in the city (cost should be given per mileage coverage). The office will inform the service provider 12 hours in advance.

DELIVERABLE (2):

Punctual and on time provision of passenger transportation services.

TIMEFRAME (2):

As and when required.  
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The payment will be settled on monthly basis upon submission of invoices, verification and certification by UNICEF administrative unit.

Payment for "on-call" 10 seater or sedan will be based on the mileage.

**QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES:**

The Company should be officially registered as a service provider with the Government of Afghanistan.

The service provider should have a minimum proven experience of 2 years in the field of passenger transport. The service provider shall provide and include active reference points for its past experience.

All the vehicles must have valid registration documents and all drivers must hold valid driving licenses. Invitees are kindly requested to include the vehicle registration documents as well as the vehicle driving licenses of the proposed vehicles and drivers, when responding to this invitation to bid so that the service provider is able to guarantee sufficient fleet for provision of such services.

**CONDITIONS OF WORK:**

All provided vehicles should have functional internal air-conditioning and heating system.

The type and size of car to be determined based on the number of staff in each pickup and drop point, however. UNICEF preference for the time being is seven 10 seater van or Sedan car (Number for the latter may vary).

**Delivery terms : UNICEF Kabul Office**

Item	Service Description	Quantity	Unit	Unit Price	Price
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The cost of the service to be based on the type of vehicles as well as mileage.

The contract is expected to factor fuel price fluctuations for the total duration of the contract.

Cost for any unofficial service provided to any UNICEF staff beyond the working hours and beyond the pre-specified locations, will not be covered by UNICEF.

UNICEF will not be responsible if the same vehicles are used by the owner/company for other purposes at other times during the day. However, it is the responsibility of the company to provide clean and well maintained vehicles for the staff and ensure the safety and security of the vehicles.

The contract should not be limited to a fixed number of staff and routes; rather it should have the capacity to accommodate more staff and routes if needed.

The company is required to provide the shuttle services once in the morning to the office and once in the afternoon by picking the staff from the office and dropping them at their pre-specified locations. Also the company will be required to provide vehicles beyond working hours based on approved request to UNICEF staff members at short notice.

UNICEF does not accept any one to accompany the driver (.e.g an assistant or conductor) while transporting UNICEF staff.

The company should have the capacity to provide the vehicles at short notice if UNICEF staff is advised to leave the office at any given time.

On UNICEF request, the contractor would be required to send replacement vehicle or rescue team.

UNICEF will not pay for the day if the shuttle vehicle is broken down and the rescue vehicle is not sent.

The company has to guarantee the security and safety of their vehicles and their assigned drivers.

The company should be able to provide the security check certified by Afghan Ministry of Interior for all the proposed drivers.

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

The company should nominate a FOCAL POINT with his/her full contact details in case of emergency and sudden breakdown of the vehicle while shuttling UNICEF staff. In case of such breakdown the company has the responsibility to immediately provide a replacement vehicle.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees/drivers to cover claims for death, bodily injury or damage to property arising from the execution of the resulting contract. The Contractor represents that the liability insurance includes sub-contractors. UNICEF will accept no liability in this regard.

The Contractor should have 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 work under the resulting Contract or the operation of any vehicles, boats, airplanes or other equipment owned or

Delivery terms : UNICEF Kabul Office

Item	Service Description	Quantity	Unit	Unit Price	Price
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leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

Invitees are kindly requested to provide their cost on the attached cost schedule of the invitation to bid.

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## **SPECIAL NOTES**

SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID NUMBER, and dispatched to arrive at the UNICEF office indicated NO Later than 05 May, 2016 (2 pm). Bids received in any other manner will be INVALIDATED.

Bids received without the Bid number will be INVALIDATED.  
SEALED BIDS submitted in hard copy must clearly mark the below address:

"UNICEF Afghanistan Country Office, UNOCA Compound, Paktia Kote, District 9th, Jalalabad Road, Kabul City, Afghanistan, Post Pox no. 54"

## **SPECIAL TERMS AND CONDITIONS**

### **SPECIFIC TERMS AND CONDITIONS**

#### **CONTRACTUAL PROVISIONS**

##### **1. PURPOSE OF THE BID**

1.1 UNICEF has a potential requirement for the services in the quantities and with the specifications outlined in the schedules to this bid.

##### **2. PRICES AND PAYMENT TERMS**

###### **2.1 Bidders are requested to:**

(a) Provide unit prices in (AFN) that will remain valid for a period of 90 days after bid closure.

(b) Provide unit prices to UNICEF as a most favored customer;

(c) Advise as to any discounts applicable for bulk purchases or payment within a specified period of time.

2.2 UNICEF standard payment terms are net 30 days after receipt of COMPLETE PAYMENT DOCUMENTATION as specified in the Purchase Order. Time will be computed from the date of receipt at UNICEF office of complete payment documentation. Any other discount must be clearly stated in the bid.

2.3 TAX exemption for UNICEF will be applicable as per section 7 of the convention of the privileges and immunities of the United Nations provides, inter-alia, the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and it 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 government authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure. Accordingly, the supplier authorizes UNICEF to deduct from the supplier's invoice any amount representing such taxes, duties or charges unless the supplier has consulted with UNICEF before the payment thereof and UNICEF to has, in each instance, specifically authorized the supplier to pay such taxes, duties or charges under process. In that event, the supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately



authorized.

### 3.DELIVERY

(CIP - UNICEF Afghanistan Country Office, UNOCA Compound, Paktia Kote, District 9th, Jalalabad Road, Kabul, Afghanistan Warehouse)

3.1 Deliveries shall be made as per instructions in UNICEF's Purchase Orders. Bidders shall indicate the average minimum lead time for delivery for each item offered (subject to quantities), defined as time from receipt of order and the manufacturing period until goods are available for dispatch from the point of origin.

3.2 Bidders are requested to note that UNICEF will monitor and measure the performance of the successful bidder, in comparison with average minimum lead time indicated in this bid. Accordingly, it is imperative that bidders state realistic average minimum lead times.

### 4. DESTINATIONS

4.1 Specified in the cost schedule.

### 5.SAMPLES

5.1 UNICEF will inspect the vehicles of the service providers prior to the award of any contractual arrangement.

### 6.SUBCONTRACTING

6.1 Bidders MUST identify on their bid, any products which may be offered by themselves, but originate from another supplier and/or country. All subcontracting must be reviewed by UNICEF prior to award.

### 7.PACKING

7.1 Not Applicable.

### 8. BIDDER REPRESENTATIONS

8.1 The bidder represents and warrants that:

(a) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

(b) The items offered shall be free from defects in workmanship and materials;

(c) The items offered shall be contained or packaged in a manner adequate to protect them;

(d) It has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF's or the ultimate recipient's rights to use, sell, dispose of or otherwise deal with any item that may be acquired under any resulting Purchase Order.

### 9. ACKNOWLEDGEMENT

9.1 The successful bidder will be required to acknowledge that:

(a) UNICEF may further distribute the goods supplied to its Programme partners, including procurement services customers;

(b) The benefit of any warranties provided and liabilities entered into with UNICEF, shall be passed on by UNICEF to its Programme partners, including Procurement Services customers.

## 10. LIQUIDATED DAMAGES

10.1 For late delivery of items or for items which do not meet UNICEF's specifications and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful bidder, and deduct 0.5% of the value of the items pursuant to a Purchase Order, per additional day of delay, up to a maximum of 10% of the value of the Purchase Order. The payment or deduction of such liquidated damages, shall not relieve the successful bidder from any of its other obligations or liabilities pursuant to any Purchase Order.

## 11. GENERAL TERMS AND CONDITIONS

11.1 The UNICEF General Terms and Conditions attached to this bid shall apply to any resulting Purchase Orders. In the case of any inconsistencies, the following order of precedence shall prevail:

- (a) The UNICEF General Terms and Conditions;
- (b) The contract.

## 12. MARKING AND RETURNING BIDS

12.1 SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID NUMBER, and dispatched to arrive at the UNICEF office indicated NO Later than 05 May, 2016 (2 pm). Bids received in any other manner will be INVALIDATED.

12.2 Bids received without the Bid number will be INVALIDATED.

12.3 For RFP, Technical and Financial proposals must be provided in separate sealed envelope marked clearly as Technical proposal and financial offer including bid reference as indicated on point 12.1. The Technical proposal should be submitted as one original and three copy documents and financial offer should be submitted as one original offer in standardized template (provided in RFP).

12.4 SEALED BIDS submitted in hard copy must clearly mark the below address:

"UNICEF Afghanistan Country Office, UNOCA Compound, Paktia Kote, District 9th, Jalalabad Road, Kabul City, Afghanistan, Post Pox # 54"

## 13. DISCOUNTS

13.1 Discounts on quantities and/or volume purchased and/or faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the Purchase Order.

13.2 Any discounts for any reason other than those mentioned on the Bid Form must be stated on the Bid.

## 14. QUALITY ASSURANCE

14.1 If the Bidder is already certified, or in the process of being ISO/BS certified or has GMP

approval or equivalent standard (if equivalent, kindly indicate which standard is used), this should be clearly indicated in the Bid and a copy of the Certificate attached to the Bid.

## 15. AWARD/ADJUDICATION OF BIDS

15.1 The contract will be awarded to the Bidder offering a combination of the lowest acceptable prices and shortest lead time, whose products are commercially, technically and quality acceptable, and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the ITB, provided the Bid is reasonable and it is in the interest of UNICEF to accept it. Bids will be adjudicated either on CIP - UNICEF Afghanistan Country Office, UNOCA Compound, Paktia Kote, District 9th, Jalalabad Road, Kabul City, Afghanistan Warehouse basis or other incoterm specified, whichever is in the interest of UNICEF.

15.2 UNICEF reserves the right to make multiple arrangements for any item(s) where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc bid which meets all the requirements.

15.3 In case of an award, Bidders who have not previously received Purchase Orders from UNICEF, may receive an order for a limited quantity until satisfactory performance is established.

15.4 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable time to inspect the premises that will be used for the production, testing and packaging of the products, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

## 16. SUPPLIER PROFILE FORM

16.1 Bidders who have not already done so, will be requested by the office to complete the Supplier Profile Form and return to UNICEF along with the Bid. Companies MUST provide evidence of certification by an appropriate national Regulatory Authority of registration to conduct legal business/transaction in the country of operation.

16.2 Copies of company profile/history Records, List of Equipment and other relevant documents must be made available and/or submitted to UNICEF upon request. Companies that not officially registered with UNICEF will have to complete the registration and evaluation process before any orders can be awarded to them.

## 17. COUNTRY OF ORIGIN

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

17.2 In case of products being marketed/imported by the bidder, then documentary evidence of authorization from the Principals to be provided by the bidder for supply/installation/commissioning and servicing the items under this bid.

## 18. DANGEROUS GOODS

18.1 The handling and transport of dangerous goods is subject to rules and regulations based on international transport agreements (ADR, RID, IMDG Code, IATA DGR, ICAO) in order to

prevent injury to persons, damage to cargoes and living resources. Hence, should any products in this bid be classified as dangerous goods, it will be the successful bidder's responsibility to ensure that the goods are packed and labelled correctly, transported safely and accompanied by the necessary transport certificates during shipment.

## 19. UNETHICAL BEHAVIOUR

19.1 UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

## 20. CORRUPT AND FRAUDULENT PRACTICES

20.1 UNICEF requires that all bidders associated with this Invitation to Bid / Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) Defines for the purpose of this provision the terms set forth as follows:

(i) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) Will reject a proposal for award if it determines that the selected supplier / contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

## 21. OFFICIALS NOT TO BENEFIT

21.1 The bidder warrants that no official of UNICEF or the United Nations has received or will be offered by the bidder any direct or indirect benefit arising from this Invitation to Bid / Request for Proposal or the award thereof. The bidder agrees that breach of this provision is a breach of an essential term of the Invitation to Bid / Request for Proposal.

## 22. GUIDELINES ON GIFTS AND HOSPITALITY

22.1 Bidders shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

### 1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

### 2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

### 3. PAYMENT TERMS

(a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.

(b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

### 4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

### 5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

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

### 6. LEGAL STATUS.

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

### 7. 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 the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

### 8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, 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 the acts or omissions of the Contractor or its employees 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, product 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.

### 9. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) 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.

(b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.

(c) 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 work 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.

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

performing work or services in connection with this Contract.

(d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- (i) name UNICEF as additional insured;
- (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
- (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (iv) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

### 10. SOURCE OF INSTRUCTIONS

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

### 11. 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 UNICEF 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.

### 12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

### 13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

### 14. CONFIDENTIAL NATURE OF DOCUMENTS

(a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.

(b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

### 15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

(a) 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 UNICEF 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 UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF 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 the Contract.

(b) 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, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 16, 'Termination', except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) 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.

### 16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or 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, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract,

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 'Settlement of Disputes' below shall not be deemed a termination of this Contract.

### 17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF 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 in conformity with the provisions of this Contract.

### 18. ASSIGNMENT AND INSOLVENCY

a. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

b. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

### 19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

### 20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF 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 the Contract.

### 21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

### 22. SETTLEMENT OF DISPUTES

#### Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this 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.

#### Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) 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 controversy, claim or dispute.

### 23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

## UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

### 24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention 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.

### 25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

### 26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

### 27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.



## Shuttle Routes (Cost Schedule) LIBS 9124928

#	Destination	Routing	Type of Vehicle	Cost Type	Cost (Afghanis Per Month)
1	Daarul Aman	- Dehdana District 7- Dalman street - Bagh Qazi main street, UNOCA Compound - UNOCA Compound- Dehdana through Bagh Qazi -Darlaman main road	10 seater Passenger vehicle	Per vehicle	
2	Dasht I Barchi	- UNOCA-Abdul Haque Square- Makroya Kohna- Chaman Hozori- Baghe Qazi- Dehmazang-Karte Char- Sarayee Ghazni-Golayee Dawakhana- Pole Khoshk, Qalayee Naw - Qalayee Now- Pole Khoshk- Golayee Dawakhana- Sarayee Ghazni- Kartei Char-Dehmazang-Baghe Qazi- Chaman Hozori- Makroyan Kohna- Abdul Haq Square- UNOCA - Chahardehi Palaza (Infront of Seelo Markaz) - Shadab Zafar blocks - Noorin TV raod - Dah Bori sequare - Kart-e-Chare - Deh Mazang - Froshga - Pule Mahmud Khan - Abdul Haq Square - UNOCA compound. - UNOCA Compound - Abdul Haq Square - Pashtonian Square - Palaza area - Joi Shir Road, Deh Mazang Square - Karte Char - Deh Bori Square - Noorin TV raod - Shadab Zafar Blocks - Chardehe Palaza (infront of Seelo	10 scater Passenger vehicle	Per vehicle	
3	Charrahi Qambar	- Khairkhana Prozei jadeed- Sarak howzei awal- Qala Najara- Qadaba Road-UNOCA compound - UNOCA compound- Qasaba Road, Khairkhana	10 seater Passenger vehicle	Per vehicle (please quote for both types of vehicles)	
4	Sarraai Shamalee	- Khairkhana Prozei jadeed- Sarak howzei awal- Qala Najara- Qadaba Road-UNOCA compound - UNOCA compound- Qasaba Road, Khairkhana	10 seater Passenger vehicle	Per vehicle	
5	Tahyei Maskan (Kartei Parwaan)/ Taimani	- Tahyei Maskan- Kulola Pushta (Sahrara Blocks), Taimani - Prozhei Taimani- Airport Road- Makroyan 4th- UNOCA - UNOCA- Qasaba Road- Proshei Taimani- Taimani- Kulola Pushta- Tahyei Maskan	10 seater Passenger vehicle	Per vehicle	
6	Kartei Now, Arzan Q	- Shah Shaheed sarak awal, Karte Naw Main Road- Bagرامي Main Road- Arzan QimatMain Road- UNOCA Compound - UNOCA Compound- Arzan Qimat Main Road-Bagrami Main Road-Krite Now Main Road- ShahShaheed sarak awal	10 seater Passenger vehicle	Per vehicle	
7	Shahrak I Arya	- Shahrak-i-Arya phase 1- Matbeha street third microrayon- UNOCA Compound - UNOCA Compound - Matbiha street- Shahrak-i-Arya phase 1	10 seater Passenger vehicle	Per vehicle	
8	Various locations	Various location in Kabul city (After working hours/weekend transportation for staff members as required)	Sedan 10 seater Passenger vehicle	Per kilometer (Please quote for both types of vehicles)	

Sedan: A closed automobile/car having 2-4 doors and a front and rear seats e.g. Toyota Corolla, Nissan Sidan, Honda Civic, Hyundai Sonata and etc.



## ***SUPPLIER PROFILE FORM***

All pages to be completed by Supplier and submitted to UNICEF.

It should be understood that falsified or misleading information could result in disqualification of the company as a registered potential supplier for UNICEF

*Requested information is for UNICEF's internal use only and will be treated as confidential.*

**UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention 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.**

**UNICEF reserves the right to terminate any contract unconditionally and without liability in the event that the supplier is discovered to be in non-compliance with the national labour laws and regulations with respect to child employment.**

**The supplier guarantees that neither the supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the supplier's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines (taken in its broader definition). The supplier recognises that a breach of this provision will entitle UNICEF to terminate its contract with the supplier.**

I, representing the Company, acknowledge and ensure the Company's compliance with the above statements:

Name and Title: \_\_\_\_\_

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

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

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

**(Please TYPE or PRINT)**(attach additional pages if space in columns is not enough - but information must be provided in the following sequence for all columns) :

**General Information** (if available please provide all documentation with English translation)

**1 Name of Company :**

**1.1 Full address:** \_\_\_\_\_

Street \_\_\_\_\_

Postal code \_\_\_\_\_ City: \_\_\_\_\_

State/County/Region \_\_\_\_\_

Country \_\_\_\_\_

P.O.Box \_\_\_\_\_ City: \_\_\_\_\_ Postal code: \_\_\_\_\_

**1.2 Tel (incl. country code):** \_\_\_\_\_

**1.3 Fax/Telex (incl. country code):** \_\_\_\_\_

**1.4 Email address:** \_\_\_\_\_

**1.5 Website:** \_\_\_\_\_

**1.6 Contact person authorised to deal on your behalf:**

Name Title Email address Direct Telephone number

**1.7 Year established:** \_\_\_\_\_ **1.8 No. of full-time employees :** \_\_\_\_\_

**1.9 Legal registration of the company – Please provide documentation of legal registration.**

**1.10 Name change -- Please provide documentation of name change, if applicable.**

**1.11 Type of organization (one X only)**

State Enterprise: Private Company: Other (Please specify):

**1.12 Activity category, mark X where applicable percentage business to annual sales**

Manufacturer: -----

Consultant: -----

Trading company: -----

Forwarder: -----

Authorised agent: -----

Other (please specify): -----

Total of the above 100 %

**1.13 If Agent/Trading House, do you hold sole/exclusive rights/license? Y / N**

(If yes please state name and address of Principals and attach documentation):

**1.14 If USA-based dealer, are you a "GSA" dealer? Y / N** (If Yes, please attach certificate)

**1.15 Number of years with export sales:** \_\_\_\_\_

**2 Parent Company (if applicable) :** \_\_\_\_\_

**2.1 Address :** \_\_\_\_\_

**2.2 Legal relationship of the parent company to the company**

**2.3. Year established:** \_\_\_\_\_ **2.4. No. of full-time employees :** \_\_\_\_\_

**2.5 Website:** \_\_\_\_\_

### **Financial Information**

#### **3. Audited Financial Statements or Annual Report:**

Financial statements are to be submitted if your company is to either:

- a) Do business with UNICEF to exceed \_\_\_\_\_ annually, or
- b) Would like to be considered for an LTA (long-term arrangement) award(s).

Alternatively, if there is a website, with the information, this can be stated:

\_\_\_\_\_  
The statements are to include - balance sheet, income statements and notes thereto, with  
**English**  
translation.

The financial statements should be for the company itself, as well as the parent company, if applicable.

#### **3.1 Authorised to discuss financial issues:**

Name Title Email address Telephone number

### **Activities**

**4. Previous export contracts (during the last 2 years) with United Nations/International, Governmental or Non-Governmental Organizations/Private Companies, for below products/services:**  
(provide references):

**Contract: Date Value Product Destination Organization Name/address.**

**ref. no.**

- |    |       |       |       |       |       |       |
|----|-------|-------|-------|-------|-------|-------|
| 1) | _____ | _____ | _____ | _____ | _____ | _____ |
| 2) | _____ | _____ | _____ | _____ | _____ | _____ |
| 3) | _____ | _____ | _____ | _____ | _____ | _____ |
| 4) | _____ | _____ | _____ | _____ | _____ | _____ |
| 5) | _____ | _____ | _____ | _____ | _____ | _____ |
| 6) | _____ | _____ | _____ | _____ | _____ | _____ |
| 7) | _____ | _____ | _____ | _____ | _____ | _____ |
| 8) | _____ | _____ | _____ | _____ | _____ | _____ |

United Nations Children's Fund  
Afghanistan Country Office  
PO Box 54  
Jalalabad Road  
Kabul, Afghanistan

**4.1 What percentage of the company's annual sales are for export markets**  
\_\_\_\_\_?

**4.2 Products/services offered:**

Please tick off the material group your product/products fall under. To get a detailed listing of specific products within the groups, visit the UNICEF Internet site).


**4.3 Storage/warehousing capacity** (In square meters if applicable): \_\_\_\_\_

**4.4 Size of production plant(s)** (In square meters if applicable): \_\_\_\_\_

**4.5 Local representation:** (Please attach list of countries where your local representative will provide warranty services on products/services purchased from you - provide complete addresses (of your subsidiaries/agents)

**Other Information**

**5. Approved Standards** (ISO, FDA, GMP, etc):

\_\_\_\_\_  
(Certificates of approval to be attached)

**5.1 Does your company have a statement on quality policy?**  
(Circle as applicable) Y / N if yes, kindly attach a copy.

United Nations Children's Fund  
Afghanistan Country Office  
PO Box 54  
Jalalabad Road  
Kabul, Afghanistan

Telephone: +93 (0)790 50 7000  
Facsimile: +870 764 042 530  
www.unicef.org

**5.2 Which of the following does your company implement: (circle as applicable)**

Raw material control Y / N Sub-component control Y / N

Process control Y / N Final/pre-delivery control Y / N

**5.3 Authorised contact person regarding Quality control:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**5.4 Membership of National / International Associations?**

(Circle as applicable) Y / N (if yes, please enclose list of names)

**5.5 Does your company have social accountability policy?**

(circle as applicable) Y / N (if yes, please provide copy of relevant document)

**5.6 Does your company have a documented environmental policy?**

(circle as applicable) Y / N (if yes, please attach a copy of relevant document)

I hereby certify that the information provided above and in all the annexures is correct and that no person in any connection with this establishment, as a supplier for providing material, supplies or services, or as a principal or employee, is employed by UNICEF, or barred by UNICEF.

I also understand that falsified or misleading information could result in disqualification of the company as a registered potential vendor for UNICEF.

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

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





**UNICEF Supplier / Contractor Profile Form Annex A: Previous Contracts**

(Please attach a copy of the Contract and Completion Certificate of the Project - three highest in contract value - completed by your company.)

Starting (Month / Year)	Completed (Month / Year)	Project Title / Kind of Supplies / Services	Total Value (USD \$)	Client	Contact Copy Attached	Completion Certificate Copy Attached
1					Yes / No	Yes / No
2					Yes / No	Yes / No
3					Yes / No	Yes / No
4					Yes / No	Yes / No
5					Yes / No	Yes / No
6					Yes / No	Yes / No
7					Yes / No	Yes / No
8					Yes / No	Yes / No
9					Yes / No	Yes / No
10					Yes / No	Yes / No
11					Yes / No	Yes / No
12					Yes / No	Yes / No
13					Yes / No	Yes / No
14					Yes / No	Yes / No
15					Yes / No	Yes / No

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company Stamp: \_\_\_\_\_



UNICEF Supplier / Contractor Profile Form Annex B: Staff

	Name	Title	Experience (Years)	Working with Company Since: (Month/Year)	Qualification / Skill	Full Time / Consultant / Part-Time / Others
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

- Title Example: Director, Manager, Administrator, Lawyer, Accountant, Civil Engineer, Electrical Engineer, Mechanical Engineer, Computer Programmer, Computer Operator, Office Clerk, Site Supervisor, Storekeeper, Secretary, Receptionist, Driver, Guard etc.  
- Please add page(s), if number of staff exceeds 15.

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Company Stamp: \_\_\_\_\_



## UNICEF Supplier / Contractor Profile Form Annex C: Property / Asset

### I. Real Estate

	Type of Property / Asset	Year Built	Own / Rent	Ownership document available (if yes, attach a copy)	Location (Governorate)
1			Own / Rent	Yes / No	
2			Own / Rent	Yes / No	
3			Own / Rent	Yes / No	
4			Own / Rent	Yes / No	
5			Own / Rent	Yes / No	
6			Own / Rent	Yes / No	
7			Own / Rent	Yes / No	
8			Own / Rent	Yes / No	
9			Own / Rent	Yes / No	
10			Own / Rent	Yes / No	

-Type of Property/Asset Example: Office Building, Branch, Warehouse, Factory (specify, e.g. block factory), Workshop (specify, e.g. carpentry, blacksmith), Shop (specify, e.g. bookshop) etc.

### II. Equipment

	Description (Type / Make / Model)	Year Built	Own / Rent	Ownership document available (if yes, attach a copy)	Registration No.
1			Own / Rent	Yes / No	
2			Own / Rent	Yes / No	
3			Own / Rent	Yes / No	
4			Own / Rent	Yes / No	
5			Own / Rent	Yes / No	
6			Own / Rent	Yes / No	
7			Own / Rent	Yes / No	
8			Own / Rent	Yes / No	
9			Own / Rent	Yes / No	
10			Own / Rent	Yes / No	

-Type of Equipment Example: Tipper Truck, Cargo (flatbed) Truck, Tanker Truck (specify capacity and Fuel or Water), Light Vehicle (e.g. 4WD), Cement Mixer, Grader, Compactor, Bulldozer, Shovel Car, Excavator, Crane (specify capacity), Forklift (specify the capacity), Drilling Rig, Compressor, Tractor, Dumper, Generator (specify KVA) etc.

Company Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_ Company Stamp: \_\_\_\_\_

