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**PLEASE READ CAREFULLY:**

	CHECK LIST FOR COMPLETE BID SUBMISSION*	Provided	
		Yes	No
<b>1</b>	<b>PRELIMINARY EXAMINATION</b>		
	Bid is properly sealed		
	The envelope is marked with : “ITB No: AFG/ELECT/5268-2/2008 - LTA the Supply, & delivery of Lubricants, batteries, oils, and tyres for the ELECT project”		
<b>2</b>	<b>SUPPLIER QUALIFICATION</b>		
	Profile of the company		
	List of registration and quality assurance certificates held by the company		
	Details of relevant supply experience and reference list of major clients		
	Confirmation of financial ability of the company, including average business volume per year		
<b>3</b>			
	Section 5 - Bid submission Form		
	Contact details of Bidder		
	Completion for Section 6: Technical Requirements		
	Documentation for each item required in the Price Schedule		
	Section 7: Detailed Price Schedule		
	Contact details and address of authorized representative with a commercial operation (business) in Kabul (if the bidder is not a National Afghan company). This to be indicated when the successful bidder signs the LTA with UNDP ELECT.		
	Delivery Schedule (for importing to Kabul Afghanistan (21 days); and from on shelf (in store) at the authorised representatives commercial operation (business) to UNDP ELECT (2 days).		
<b>4</b>	<b>BIDDERS ACKNOWLEDGEMENT OF UNDERSTANDING</b>		
	The bidder fully understands the requirement of the Terms and Conditions as stated in the LTA.		
	The bidder fully understands that an authorised representative with a commercial operation (business) is required to support the LTA needs (if the bidder is not a National Afghan company).		
	The bidder fully understands that the requirement of the LTA is that 10% of the total of requested line item (or remaining balance of item) is on shelf (in store) at the authorised representatives commercial operation (business) at all times.		
<b>*SEE BID DATA SHEET FOR COMPLETE DETAILS</b>			

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**PLEASE NOTE THE FOLLOWING:**

**1. BIDS TO BE SENT BY COURRIER OR HAND DELIVERED TO THE FOLLOWING ADDRESS:**


UNDP Afghanistan  
**ELECT Project**  
Peter Mann  
Procurement Advisor  
Shah Mahmood Ghazi Watt,  
Kabul, Afghanistan

**2. Bids may be received by Email. If the Bid is sent by email, it can ONLY be sent to the following address: [procurement.elect@undp.org](mailto:procurement.elect@undp.org)**

**The bids are to be forwarded in PDF format. Late proposals or proposals sent to any other email address than [procurement.elect@undp.org](mailto:procurement.elect@undp.org) will be rejected.**

**3. LATE BIDS WILL NOT BE CONSIDERED.**

**4. CLARIFICATION REQUESTS CAN BE SENT ONLY TO THE FOLLOWING ADDRESS: [procurement.elect@undp.org](mailto:procurement.elect@undp.org)**

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## INVITATION LETTER

Kabul, 24<sup>th</sup> September 2008

**Subject: ITB No: AFG/ELECT/5268-2/2008 Long Term Agreement for the Supply and Delivery of Batteries, Oils & Lubricants and Tyres for UNDP Afghanistan/ Elect project.**

- 1) We hereby solicit your bid for supply and delivery of Lubricants, Batteries and Tyres for UNDP ELECT project based on a long term agreement for an initial period of **TWO YEARS**, with the possibility for extension of **ONE** year, subject to performance assessment of the selected supplier.
- 2) To enable you to submit a bid, please find enclosed:

<a href="#">Instructions to Bidders</a>	(Annex I)
<a href="#">Bid Data Sheet</a>	(Annex II)
<a href="#">Special Terms and Conditions</a>	(Annex III)
<a href="#">General Terms and Conditions</a>	(Annex IV)
<a href="#">Bid Submission Sheet</a>	(Annex V)
<a href="#">Technical Requirements</a>	(Annex VI)
<a href="#">Price Schedule</a>	(Annex VII)
<a href="#">Model Contract</a>	(Annex VIII)
<a href="#">Acknowledgement Letter</a>	(Annex IX)

- 3) Bids to be delivered in **sealed HARDCOPY envelopes ONLY, and should reach the following address no later than 15<sup>th</sup> October 2008 at 3.00pm (1500) hours Kabul time.**

Late bids shall be rejected. Please take into sufficient consideration for shipping the documents.


**ELECT project**  
**Attention to: Peter Mann**  
**United Nations Development Programme (UNDP).**  
**Shah Mahmood Ghazi Watt, Kabul, Afghanistan**

**Clearly marked on the envelope should be: ITB ref no: UNDP/ELECT/AFG/5268-2/08 – Supply and Delivery of Batteries, Oils & Lubricants and Tyres for the ELECT project.**

**Bids may be received by Email. If the Bid is sent by email, it can ONLY be sent to the following address: [procurement.elect@undp.org](mailto:procurement.elect@undp.org)**

**The bids are to be forwarded in PDF format. Late proposals or proposals sent to any other email address than [procurement.elect@undp.org](mailto:procurement.elect@undp.org) will be rejected.**

- 4) Your submission will be considered upon the provision with this ITB the following, failure in providing the requested documents may grounds for disqualification of the bidder.

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- Organization Profile
- List of registration and quality assurance certificates held by the company
- Details of relevant supply experience and reference list of major clients
- Confirmation of financial ability of the company, including average business volume per year

Failure to adhere to the requirements of the ITB may be grounds for disqualification of the Bidder or, subsequently, the termination of an ensuing contract with prejudice to the supplier.

- 5) This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a long term agreement (LTA) between your company and UNDP Afghanistan.
- 6) The recipients of this ITB are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP Country Office Afghanistan by completing the Annex VI acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to [[procurement.elect@undp.org](mailto:procurement.elect@undp.org)] after receipt of this ITB.
- 7) A pre-bid conference will be held in the UNDP ELECT Conference room on Monday 6<sup>th</sup> October 2008 at 10.00am (1000hrs) Kabul time. The conference will discuss the terminology of the bid, how to complete Technical Compliance Sheet, how to complete Pricing Schedule, responsibilities of supplier and authorized representative in Kabul.
- 8) 7) If you request **additional information**, we would endeavour to provide information expeditiously ([procurement.elect@undp.org](mailto:procurement.elect@undp.org) ), but any delay in providing such information will not be considered a reason for extending the submission date of your bid. The response will be made in writing to any request for clarification of the Solicitation Documents that it **receives earlier than 1 week prior to the Deadline for the Submission of Bids**.
- 9) Bids will be **opened on the 16<sup>th</sup> October at 10:00am** (1000hrs), Kabul local time, in the conference room of the ELECT project in UNDP compound, in the presence of bidders' representatives, who chose to attend at the address, date and time indicated in the Bidding Documents. Only Bidders who have submitted a Bid can participate in opening of bids. Unsolicited bidders are not allowed to attend.

Sincerely,

ELECT project  
UNDP Afghanistan  
[procurement.elect@undp.org](mailto:procurement.elect@undp.org)

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## SECTION 1: INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **General:** The UNDP invites Sealed Bids for the supply and delivery of **batteries, oils & lubricants and tyres** based on Long Term Agreement arrangements.
2. **Eligible Bidders:** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UNDP to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bid.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents


4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** From the date of receipt of this ITB until instructed otherwise, all written or verbal communications by the Bidder with UNDP or any party connected with this procurement activity must be directed exclusively to the UNDP officer identified in Section 2: Bid Data Sheet of this ITB as the contact person. Any information regarding the interpretation of this ITB must be requested in writing and received by UNDP by the date indicated in Section 2: Bid Data Sheet. **(No clarification requests will be accepted after this time).** Written copies of the response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective Bidders that received the Solicitation Documents by the date indicated in Section 2, Bid Data Sheet.
6. **Amendments of Solicitation Documents:** No later than ten (10) days prior to the Deadline for Submission of Bids, the UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP may, at its discretion, extend the Deadline for the Submission of Bids.

### C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the UNDP shall be written in the language indicated on the Section 2, Bid Data Sheet.
8. **Documents Comprising the Bid:**

The Bidder or the Bidder's authorised agent shall sign the Bid as indicated on the Bid Submission Sheet of this ITB.

The Bid must comprise the following documents:

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- (a) A Bid Submission form;
- (b) a Price Schedule completed in accordance with Section 5, Price Schedule Sheet;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible and qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;
- (e) a detailed description of the essential technical and performance characteristics of the offered goods must be submitted in the format provided in the Technical Data Schedules included with the ITB, and as may be required in Section 2, Bid Data Sheet.
- (f) bid Security, if required, under clause 13 of Instructions to Bidders, and
- (g) other documents as maybe specified in Section 2, Bid Data Sheet.

Each continuation sheet or attachment shall bear the bidder's name and the person signing the bid must initial any erasures or other changes.

#### 9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the UNDP's satisfaction:


- (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 authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) That the Bidder and the manufacturer, in the case of an agent, have the financial, technical, and production capability necessary to perform the contract.

#### 10. Documents Establishing Goods' Conformity to Bidding Documents:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services, which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods; including catalogues and photographs of the goods.
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in Section 2: Bid Data Sheet, following commencement of the use of the goods.

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11. **Bid Currency/Bid Prices:** All prices must be quoted in US dollars. The Bidder shall indicate on the appropriate Price Schedule Sheet the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

UNDP is a tax-exempt entity. All Bids must be submitted net of any direct taxes or customs duties.

12. **Period of Validity of Bids:** Bids shall remain valid for a period after the date of Bid Submission as indicated in Section 2: Bid Data sheet. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 23 of Instructions to Bidders. In exceptional circumstances, the UNDP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.


13. **Bid Security:**

- (a) The Bidder may be requested to furnish, as part of its Bid, a Bid Security to the UNDP in the amount as indicated in Section 2, Bid Data Sheet.
- (b) The Bid Security is to be sealed in a separate envelope within the main sealed bid
- (c) The Bid Security is to protect the UNDP against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 13(g) below;
- (d) The Bid Security shall be denominated in US Dollars and shall be in the form of a bank guarantee, issued by a reputable bank located in Afghanistan or abroad, and in the form provided in these Solicitation Documents.
- (d) Any Bid not secured in accordance with clauses 13 a) and 13 c) above will be rejected by the UNDP as non-responsive pursuant to clause 23 of Instructions to Bidders;
- (e) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the UNDP pursuant to clause 12 of Instructions to Bidders;
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 28 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 29 of Instructions to Bidders;
- (g) The Bid Security may be forfeited:
  1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,
  2. In the case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Purchase Order in accordance with clause 28 of Instructions to Bidders, or,
    - (ii) To furnish Performance Security in accordance with clause 29 of Instructions to Bidders.

**D. Submission of Bids**

14. **Format and Signing of Bid:** The Bidder shall prepare one original and one copy of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The original and copy of the Bid shall be typed or written in



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indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

## 15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) Be addressed to the UNDP at the address given in Section 2, Bid Data Sheet, of these Solicitation Documents; and
- (b) Make reference to the “subject” indicated in the Letter of Invitation of these Solicitation Documents, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in Section 2, Bid Data Sheet for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the UNDP will assume no responsibility for the Bid’s misplacement or premature opening.

15.5 The Bid Security is to be sealed in a separate envelope within the main sealed bid.

15.6 Include email bid format here.

## 16. Deadline for Submission of Bids/Late Bids:


16.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.

16.2 The UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

**17. Modification and Withdrawal of Bids:** The Bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline for submission. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid Validity.

**18. No Bid:** If no Bid is to be submitted, the documents should not be returned to UNDP unless so requested. Written advice should be sent to UNDP with reasons for not submitting a bid and as to whether future invitations for the type of goods covered by this request are desired. Failure to comply

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with the above may result in removal of the name of such recipient from the Supplier list for the type of goods covered by this ITB.

19. **Confidentiality of Bid:** If the Bidder wishes to restrict disclosure and/or use of the data included in a Bid for any purpose other than evaluation, a statement to that effect must be included in the Bid. However, no such restrictions shall apply if the Purchase Order is issued to the Bidder.
20. **Samples:** Samples of items, when required, must be provided within the time specified and, unless otherwise specified by UNDP, at no expense to UNDP. Samples will not be returned.

## **E. Opening and Evaluation of Bids**

### **21. Opening of Bids:**

- 21.1 The UNDP will open all bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in Section 2, Bid Data Sheet, of this Solicitation Document. The bidders' Representatives who are present shall sign a register evidencing their attendance.
  - 21.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the UNDP, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 16.3 of Instructions to Bidders.
  - 21.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.
1. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids, the UNDP may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

### **22. Preliminary Examination:**

- 23.1 Prior to the detailed evaluation, the UNDP 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 material deviations.
- 23.2 The UNDP will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order as specified in Section 2, Bid Data Sheet.
- 23.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

23.4 A Bid determined as not substantially responsive will be rejected by the UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity. UNDP shall use the criteria as detailed in Section 2, Bid Data Sheet to establish responsiveness.

23. **Evaluation of Bids:** UNDP will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 23 of Instructions to Bidders. Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will take into account the following criteria:

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB
1.2	Compliance with requirements relating to technical features or the products ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents
1.4	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honouring the tax-free status of the UN.
1.5	Proof of after sales service capacity and appropriateness of service network.

## F. Award of Contract


24. **Award Criteria:** The UNDP will Issue the Purchase Order to the lowest priced technically qualified Bidder. The UNDP 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 UNDP's action.

25. **UNDP's Right to Vary Requirements at Time of Award:** The UNDP reserves the right at the time of making the award of contract to increase or decrease the quantity of goods specified in the Schedule of Requirements, without any change in unit price or other terms and conditions, by the amount indicated in Section 2, Bid Data Sheet.

26. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Suppliers 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.

27. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the UNDP.

28. **Performance Security:** When applicable, the successful Bidder shall provide the Performance Security in the form of Performance Security provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the UNDP.


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## G. Other Requirements:

29. **Delivery:** In addition to delivery data requirements specified in Section 10, Supply Requirements, the Bidder shall give a firm delivery date, as specified in Section 2, Bid Data Sheet, for the transportation mode selected by the UNDP. Actual delivery of the goods and performance of any related services shall be made by the Supplier, in accordance with the terms of any resulting Purchase Order as may be issued by UNDP.
30. **Start-up & Commissioning:** When applicable, the Bidder shall include in the Bid complete detailed plan for the start-up and commissioning of the equipment at the project site(s).
31. **Service Facilities:** When applicable, the Bidder must provide the name, address and a description of the local representative responsible for providing after-sales service on the products.
32. **Training:** When applicable, the Bidder must describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to UNDP. Unless otherwise agreed, such training as well as training material should be provided in the language of the Bid as specified in Section 2, Bid Data Sheet.
33. **Spare Parts Availability:** When applicable, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB or in any Purchase Order as may be issued by UNDP.
34. **Products from Developing Countries:** Bidders are encouraged to offer products from Developing Countries.
35. **Country of Origin:** Must be stated and certificate of origin must be provided with the goods.
36. **Errors and Omissions:** The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify UNDP accordingly.
37. **Material, Labour and Facilities:** No material, labour or facilities will be furnished by UNDP or its clients unless specified in the ITB.

## H. Payment:

38. **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.
39. **Letter of Credit:** UNDP does not accept Letter of Credit terms.
40. **Advance Payment:** It is not the policy of UNDP to approve advance payments.
41. **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.
42. **Currency of Payment:** Payment will be made in the currency in which the Purchase Order is issued.

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## **I. 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:

43. 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”.

44. 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

45. 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.


46. 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."

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## SECTION 2: BID DATA SHEET

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Requests for additional \ Information (clause 5)	Must be received by 7th October 2008, 3.00 pm (1500hrs) (Kabul local time)
Language of the Bid: (clause 7)	English, including supporting documents.
Documents Comprising the Bid:: (clause 8)	<p>The following must be included in the Bid submission:</p> <p>Bid (submitted in 1 original and 1 copy of the Bid and one copy of any descriptive literature and supporting documentation)</p> <p>The original and copy of the bid shall include the following documentation, contained in a binder, each part separated by dividers and following the order specified.</p> <p><b>The Technical Envelope shall contain:</b></p> <ul style="list-style-type: none"> <li>• Cover letter (optional);</li> <li>• Bid Submission Form: Fully completed and duly authorised;</li> <li>• Contact details of Bidder (address, tel./fax, e-mail, contact person);</li> <li>• Section 6: Technical Requirements (Technical Compliant Sheets) fully completed, one Schedule per offered item including non-compliance describing deviations from the specifications or the international standards listed therein: fully completed one schedule per offered item, with individual references to relevant sections of technical specifications. Only deviations approved in writing before award of contract shall be accepted. For every individual item offered, there shall be specific mention of every Standard that applies; in the case of no deviations, the Bidder should state “NO DEVIATIONS “ and sign the schedule</li> <li>• Documentation for each item required in the Price Schedule</li> <li>• Section 7: Detailed Price Schedule sheets: Fully completed and duly authorised</li> <li>• Address of authorized representation with commercial unit in Kabul</li> <li>• Delivery time</li> </ul> <p>All submittals shall bear seal/markings/signature of Bidder</p> <p>N.B. Incomplete Bids may be deemed non-responsive at the discretion of UNDP.</p>
Bid Validity Period: (clause 12)	120 days.
Bid security: (clause 13)	<b>Not Required</b>


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Sealed Bids to be received at / Bids to be marked:  clause 15)	UNDP-Afghanistan ELECT PROJECT Shah Mahmood Ghazi Watt Kabul, Afghanistan	“ATTENTION: “- ELECT PROJECT ” SEALED BID NO.AFG/ELECT/5268-2/2008 – <b>LTA Batteries, Lubricants &amp; Oils and and Tyres</b> DEADLINE: 15 <sup>th</sup> October 2008 at 3.00pm (1500hrs) Kabul time <b>NOT TO BE OPENED BY REGISTRY</b>																																													
Deadline for Submission of Bids:  clause 16)	<b>15<sup>th</sup> October 2008</b> at 3.00pm (1500hrs) (Kabul time).																																														
Samples  clause 20)	Not applicable.																																														
Bid Opening  clause 21)	Public bid Opening is not required, as UNDP Country Office will assign a committee to open the bids.																																														
Preliminary Examination  clause 23)	Bidders must satisfy ALL Criteria below to be admitted to Evaluation. <table border="1" data-bbox="558 877 1338 1877"> <thead> <tr> <th data-bbox="558 877 1026 909">Basic Criteria</th><th colspan="2" data-bbox="1026 877 1187 909">Provided</th></tr> <tr> <th></th><th data-bbox="1026 909 1187 940">Yes</th><th data-bbox="1187 909 1338 940">No</th></tr> </thead> <tbody> <tr> <td data-bbox="558 940 1026 972">Bid is properly sealed</td><td data-bbox="1026 940 1187 972"></td><td data-bbox="1187 940 1338 972"></td></tr> <tr> <td data-bbox="558 972 1026 1035">Language of Bid is as requested (English)</td><td data-bbox="1026 972 1187 1035"></td><td data-bbox="1187 972 1338 1035"></td></tr> <tr> <td data-bbox="558 1035 1026 1066"><b>Technical Envelope</b></td><td data-bbox="1026 1035 1187 1066"></td><td data-bbox="1187 1035 1338 1066"></td></tr> <tr> <td data-bbox="558 1066 1026 1098">Bid submission Form in section 5</td><td data-bbox="1026 1066 1187 1098"></td><td data-bbox="1187 1066 1338 1098"></td></tr> <tr> <td data-bbox="558 1098 1026 1129">Contact details of Bidder</td><td data-bbox="1026 1098 1187 1129"></td><td data-bbox="1187 1098 1338 1129"></td></tr> <tr> <td data-bbox="558 1129 1026 1192">Completion of Section 6: Technical Requirements</td><td data-bbox="1026 1129 1187 1192"></td><td data-bbox="1187 1129 1338 1192"></td></tr> <tr> <td data-bbox="558 1192 1026 1255">Documentation for each item required in the Price Schedule</td><td data-bbox="1026 1192 1187 1255"></td><td data-bbox="1187 1192 1338 1255"></td></tr> <tr> <td data-bbox="558 1255 1026 1318">Address of Authorized representation with a commercial unit in Kabul</td><td data-bbox="1026 1255 1187 1318"></td><td data-bbox="1187 1255 1338 1318"></td></tr> <tr> <td data-bbox="558 1318 1026 1350">Section 7: Detailed Price Schedule</td><td data-bbox="1026 1318 1187 1350"></td><td data-bbox="1187 1318 1338 1350"></td></tr> <tr> <td data-bbox="558 1350 1026 1444">The bidder fully understands the requirement of the Terms and Conditions as stated in the LTA.</td><td data-bbox="1026 1350 1187 1444"></td><td data-bbox="1187 1350 1338 1444"></td></tr> <tr> <td data-bbox="558 1444 1026 1623">The bidder fully understands that an authorised representative with a commercial operation (business) is required to support the LTA needs (if the bidder is not a National Afghan company).</td><td data-bbox="1026 1444 1187 1623"></td><td data-bbox="1187 1444 1338 1623"></td></tr> <tr> <td data-bbox="558 1623 1026 1843">The bidder fully understands that the requirement of the LTA is that 10% of the total of requested line item (or remaining balance of item) is on shelf (in store) at the authorised representatives commercial operation (business) at all times.</td><td data-bbox="1026 1623 1187 1843"></td><td data-bbox="1187 1623 1338 1843"></td></tr> <tr> <td data-bbox="558 1843 1026 1877">Delivery Schedule</td><td data-bbox="1026 1843 1187 1877"></td><td data-bbox="1187 1843 1338 1877"></td></tr> </tbody> </table>		Basic Criteria	Provided			Yes	No	Bid is properly sealed			Language of Bid is as requested (English)			<b>Technical Envelope</b>			Bid submission Form in section 5			Contact details of Bidder			Completion of Section 6: Technical Requirements			Documentation for each item required in the Price Schedule			Address of Authorized representation with a commercial unit in Kabul			Section 7: Detailed Price Schedule			The bidder fully understands the requirement of the Terms and Conditions as stated in the LTA.			The bidder fully understands that an authorised representative with a commercial operation (business) is required to support the LTA needs (if the bidder is not a National Afghan company).			The bidder fully understands that the requirement of the LTA is that 10% of the total of requested line item (or remaining balance of item) is on shelf (in store) at the authorised representatives commercial operation (business) at all times.			Delivery Schedule		
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Evaluation of Bids: (Clause 24)	<p>Bids will be evaluated on the following basis:</p> <ol style="list-style-type: none"> <li>1. Compliance with terms and conditions of the ITB including required submissions</li> <li>2. Compliance with technical specifications.</li> <li>3. Proof of after sales service capacity and appropriateness of service network; the bidder to have an authorized representative in Kabul <u>with a commercial operation (business)</u> in order to be able to provide items within the acceptable delivery time set in this ITB.</li> <li>4. Price evaluation criteria.</li> </ol> <p>Each bidder must complete the attached Technical Data Schedule conformity sheets for Technical Evaluation. (See Technical Data Schedule sheets)</p> <p><b>The acceptable delivery times are 21 calendar days maximum from Supplier to in country Kabul commercial operation on shelf (in stock) storage. Delivery times from Kabul to UNDP ELECT project is a maximum of 2 days. Delivery terms to Kabul are (DDU). Longer delivery may be considered, if in interest of UNDP.</b></p> <p><b><u>The Bidder should quote a price DDU or the bid shall be rejected.</u></b></p> <p>The lowest evaluated price that is technically fully compliant will be considered for award. UNDP envisages entering into contract for two years with the option to renew for one additional year.</p> <p>The Offeror should specify whether the unit prices would remain firm for the entire contract period, or alternatively, they should indicate a maximum yearly increase rate.</p>
Final quantities required:(clause 26)	UNDP does not warrant that any quantity of goods or services will be purchased.
Delivery terms:(clause 30)	DDU- Kabul (Incoterms 2000)
Goods for use in:	Afghanistan
Alternative Bids:	No alternative Bids are allowed.
Deviations from Specifications	Minor deviations from relevant specifications may be considered. Any deviations must be submitted in writing using the non-compliance schedules provided in the specification documents.
Completeness of Bids:	The bidder may submit for individual LOT's as listed in the Tender Document. Each LOT which has been submitted MUST be a whole LOT. No partial LOT's will be accepted.
All communication must be directed to UNDP/Afghanistan officer:	Name: <b>Procurement Unit – ELECT project</b> e-mail: <b>procurement.elect@undp.org</b>
Subsequent Orders/Deliveries	In the interest of the organisation, 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 the supply of items included in this ITB to cater to the future requirements of UNDP to be extended during the following 12 months.
Company Information:	Bidders not registered in the <b>United Nations Global Marketplace</b> are encouraged to do so. For information on registration procedures, please see <a href="http://www.ungm.org">http:// www.ungm.org</a>



<b>United Nations Development Programme</b>  <i>UNDP- Afghanistan</i>  <b>Procurement Section- ELECT project</b>		<div style="background-color: black; color: white; padding: 2px; text-align: center;"><i>INVITATION TO BID</i></div> <div style="border-top: 1px solid black; border-bottom: 1px solid black; padding: 2px;"> <b>Number: AFG/ELECT/5268-2/08</b>      <b>Page 17 of 30</b> </div> <div style="padding: 2px;"> All Correspondence, Each Case and Parcel must show the ITB Number </div>
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### SECTION 3: SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions shall supplement the General Terms and Conditions (GTC) of UNDP Purchase Orders (Section 3). Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

Performance Security (clause 29 of ITB)	Not Required
Export Licences: (Supplements clause 5 of GTC)	Obtaining timely export licences is the responsibility of the supplier. This applies equally to purchase on DDU basis.
Other Special Terms Of Payment	NA
Related Services Required (Supplements Clause 7 of GTC)	As stipulated in the General Terms and Conditions, the supporting documents shall include standard shipping documents, as well as satisfactory inspection report, if applicable, issued by a neutral inspection agency to be appointed by UNDP.
Special Transport, Insurance, Packaging or Warranty Requirements	<b>Certificates of Origin:</b> Certificates of origin must be provided with the goods.
Insurance	<b>The Supplier shall cover insurance costs.</b>



## SECTION 4: GENERAL TERMS AND CONDITIONS

1. **GOODS AND SERVICES DEFINED:** Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Supplier is required to supply under this Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Order.

2. **ACCEPTANCE OF THE PURCHASE ORDER:** This 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, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP AFGHANISTAN unless agreed to in writing by a duly authorised official of UNDP AFGHANISTAN.

3. **TAX EXEMPTION:** 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 utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise UNDP AFGHANISTAN's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP AFGHANISTAN to determine a mutually acceptable procedure. Accordingly, the Supplier authorises UNDP AFGHANISTAN to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP AFGHANISTAN before the payment thereof and UNDP AFGHANISTAN has, in each instance, specifically authorised the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP AFGHANISTAN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

4. **TRADE TERMS:** Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2000.

5. **EXPORT LICENSES:** Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export license(s) required for the goods.

6. **PAYMENT:** Payment by UNDP AFGHANISTAN does not imply acceptance of goods nor of any related work or services under this Order. UNDP AFGHANISTAN shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of commercial invoice, proof of dispatch and other supporting documents specified in this Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. Unless authorised by UNDP AFGHANISTAN, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number. The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP AFGHANISTAN.

7. **INSPECTION AND ACCEPTANCE:** All goods shall be subject to inspection and testing by UNDP AFGHANISTAN or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNDP AFGHANISTAN.

If any inspection or test is made on the premises of the Supplier or its supplier, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve the Supplier from responsibility for non-conforming goods nor impose liabilities on UNDP AFGHANISTAN therefore. The Supplier shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNDP AFGHANISTAN. Records of all inspection work by the Supplier shall be kept complete and made available to UNDP AFGHANISTAN during the performance pursuant to this Order and for twenty four (24) months thereafter or for such other period as may be specified in this Order. Copies of all material

certifications and test results are to be submitted to UNDP AFGHANISTAN upon request.

8. **FITNESS OF GOODS INCLUDING PACKAGING:** Supplier warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Supplier by UNDP AFGHANISTAN. Supplier warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless specified otherwise in this Order, the Supplier warrants and certifies that it will repair or replace without expense to UNDP AFGHANISTAN or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of twelve (12) months from the date such goods are delivered to and accepted at the final destination indicated in the Purchase Order, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.

9. **AFTER SALES SERVICE:** The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from UNDP AFGHANISTAN or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

10. **INDEMNIFICATION:** The Supplier shall indemnify, hold and save harmless and defend at its own expense UNDP AFGHANISTAN, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.

11. **INTELLECTUAL PROPERTY INFRINGEMENT:** The Supplier warrants that the use or supply by UNDP AFGHANISTAN of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP AFGHANISTAN and the United Nations harmless from any actions or claims brought against UNDP AFGHANISTAN or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

12. **FIRE AND EXTENDED COVERAGE INSURANCE:** At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Supplier and UNDP AFGHANISTAN as their interests may appear.

13. **VARIATION IN QUANTITIES:** The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of UNDP AFGHANISTAN.

14. **CHANGES:** UNDP AFGHANISTAN may at any time by written instruction make changes within the general scope of this Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Order shall either be amended or terminated or reissued accordingly. Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that UNDP AFGHANISTAN may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 23. However, nothing in this Clause shall excuse the Supplier from proceeding with the Order as changed.

No modification of or change in the terms of this Order shall be valid or enforceable against UNDP AFGHANISTAN unless it is in writing and signed by a duly authorised representative of UNDP AFGHANISTAN.

15. **TERMINATION FOR CONVENIENCE:** UNDP AFGHANISTAN may terminate this Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNDP AFGHANISTAN to the Supplier except for work



and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNDP AFGHANISTAN may request the Supplier to complete. To the extent that the computation of such payment due from UNDP AFGHANISTAN may not make the Supplier whole in respect of termination under this provision, the Supplier may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 14 above.

**16. REMEDIES FOR DEFAULT:** In case of failure by the Supplier to perform according to this Order, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNDP AFGHANISTAN may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event UNDP AFGHANISTAN may hold Supplier responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Order; (4) require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule; (5) impose liquidated damages.

**17. LIQUIDATED DAMAGES FOR DELAY:** Subject to Clause 18, if the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of 0.5% per week of the value of the Contract up to a period of 8 weeks. Thereafter UNDP AFGHANISTAN has the right to cancel the order.

**18. FORCE MAJEURE:** Notwithstanding the provisions of Clauses 16 and 17, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of and event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

**19. SOURCE OF INSTRUCTION:** The Supplier shall neither seek nor accept instructions from any authority external to UNDP AFGHANISTAN in connection with the performance pursuant to this Order. The Supplier shall refrain from any action which may adversely affect UNDP AFGHANISTAN.

**20. OFFICIALS NOT TO BENEFIT:** The Supplier warrants that no official of UNDP AFGHANISTAN has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Order or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Order.

**21. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP AFGHANISTAN:** Unless authorised in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNDP AFGHANISTAN or use the name (or any abbreviation thereof), emblem or official seal of UNDP AFGHANISTAN for advertising or for any other purpose.

**22. ASSIGNMENT AND INSOLVENCY:** The Supplier shall not, except after obtaining the prior written approval of UNDP AFGHANISTAN, assign, transfer, pledge or make other disposition of this Order or any part hereof or any of the Supplier's rights or obligations under this Order. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, UNDP AFGHANISTAN may, without prejudice to any other right or remedy, terminate this Order by giving the Supplier written notice of such termination.

#### **23. SETTLEMENT OF DISPUTES:**

- **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- **Arbitration:** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by

any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**24. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Order shall be deemed a waiver of any of the privileges and immunities of UNDP AFGHANISTAN.

**25. PROCUREMENT LIABILITY:** UNDP AFGHANISTAN is acting as a procurement agency on behalf of their clients. Any financial liability as a result of the order expressed or implied is therefore a matter between the Supplier and the Client.

**26. CHILD LABOUR:** The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNDP AFGHANISTAN to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP AFGHANISTAN.

**27. MINES:** The Supplier represents and warrants that neither it nor any of its affiliates 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. Any breach of this representation and warranty shall entitle UNDP AFGHANISTAN to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP AFGHANISTAN.

**28. 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.

#### **29. SEXUAL EXPLOITATION:**

**29.1** 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.

**29.2** 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.

#### **30. AUDITS AND INVESTIGATIONS:**

**30.1** 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.



**30.2-** The Contractor acknowledges and agrees that, at anytime, 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.

**31 ANTI-TERRORISM:** 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.

### **32 SECURITY:**


**32.1** The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

**32.2** 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.

**32.3** 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 3.1 above.

**33 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.

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## SECTION 5: BID SUBMISSION SHEET

**Must be duly completed by the Bidder and returned with the Bid**

To: UNDP/Afghanistan  
ELECT project  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Section 6 (Supply Requirements) of this ITB in conformity with the said Bidding documents as may be ascertained in accordance with the Price Schedule Sheet attached herewith and made part of this Bid.

If our Bid is accepted, we declare that we have the stock of goods available to fulfil this contract<sup>1</sup>, and we undertake to deliver the goods in accordance with the requested delivery terms and schedule specified in the Bidding Documents.

We understand that if our bid is successful, it does not oblige UNDP to spend any monies whatsoever. Provided that a purchase order is issued by UNDP within the two years or three years period of the Contract as applicable, the undersigned hereby offers, subject to the terms of such purchase order, to furnish any or all items at the prices offered and to deliver same to the designated point(s) within the delivery time stated in the price schedule attached to this form.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder

Address of Bidder

Authorised Signature


Date:

Name of Authorised  
Signature (type or print)

Functional Title of  
Signatory

Email address :


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## SECTION 6: TECHNICAL REQUIREMENTS

### Technical Compliance Sheet (TCS) to be completed by Bidders:

1. Bidders can supply a bid for each Lot. No partial lots will be accepted.
2. Failure to provide any or part of the items within each Lot thereof may result in the Bid being rejected.
3. Bidders are required to provide all the data (specification) for each item within each LOT that the bidder intends to bid for.
4. **Oils and lubricants:**
  - (a) Engine oil to be supplied in 208 litre drums / barrels for ease of delivery;
  - (b) Oils to be of reputable brand name: Shell, BP, Total or Esso.
  - (c) Bidder to indicate the brand name of the oil & lubricants in the technical compliance sheet and attach the manufacturer's specification sheet for that item.
5. **Batteries:**
  - (a) Batteries to be dry charged and filled with acid / electrolyte and ready for use on delivery;
  - (b) Supplier must be able to sell acid / electrolyte with battery if not dry charged.
6. **Tyres:**
  - (a) Tyres to be of reputable brand name: Dunlop, Michelin, Bridgestone, Continental, Yokohama or B.F. Goodrich.
  - (b) Bidder to indicate the brand name of the oil & lubricants in the technical compliance sheet and attach the manufacturer's specification sheet for that item.
7. **Quantities:**
  - (a) The estimated quantity of goods indicated in the Summary Price Schedule in Lots 1, 2, & 3 are "INDICATIVE" totals ONLY.
  - (b) These indicative quantities are for pricing within the pricing schedule ONLY. It is envisaged that within the scope of the LTA these amounts of materials MAY BE REQUIRED by UNDP ELECT.
  - (c) The bidder is NOT required to supply all of the items "Total" quantities as indicated on the Pricing Schedule in a "one-off" delivery.
  - (d) The supplier will be required to have 10% of the items listed in the Summary Price Schedule in they are successful in their bid (either Lots 1, 2, & 3) on shelf (in stock) in Kabul (refer clause 24) at any given time. These items will be required to be held with the bidder's authorised representative in the commercial operation (business) in Kabul.
  - (e) UNDP ELECT will draw from this 10% on shelf (in stock) supply in Kabul for its operational needs.
  - (f) UNDP ELECT will submit its requirement on a two-weekly basis (fortnightly), being the 1<sup>st</sup> and 15<sup>th</sup> day of the month. The Supplier shall provide UNDP with the corresponding items & quantities within 2 days maximum (from the on shelf stock) from receiving the requested order.
  - d) The supplier will be required to restock any goods from the 10% on shelf (in stock) items which have been delivered to UNDP ELECT within 21 days to ensure that the 10% stock levels are maintained on shelf (in stock) in Kabul.

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- (b) UNDP does not warrant that any quantity of goods or services will be purchased (refer Clause 26)


8. **LTA Support:**

- (a) The successful bidder to provide before the signing of the LTA with UNDP ELECT the contact details of the authorised representative and address of their commercial operation (business) in Kabul.
- (b) The successful bidder is to confirm the requirements associated with the Delivery Schedule (for importing to Kabul Afghanistan (21 days); and from on shelf (in store) at the authorised representatives commercial operation (business) to UNDP ELECT (2 days) before signing of the LTA.

### Technical Compliance Sheet (TCS)

LOT 1: Batteries				
Items	Technical Compliance		Deviation	For UNDP use only
	Yes	No		
<b>Batteries</b>				
Battery Armoured Vehicle 80amp 260mm(L) x 170mm (W) x 200mm (D)				
Battery GS 50 amp LH and RH				
Battery GS 70amp LH and RH				
Battery GS 100amp LH and RH				
Battery acid				
<b>LOT 2: Oils and Lubricants</b>				
Items	Technical Compliance		Deviation	For UNDP use only
	YES	NO		
Engine oil 15/40				
80/90-Gear oil				
Brake fluid-DOT 3or4				
Hydraulic - ATF				
Grease - MP				
Anti-Freeze 100 %				
Hydraulic oil (32)				
<b>LOT 3: Tyres</b>				
Items	Technical Compliance		Deviation	For UNDP use only
	YES	NO		
7.50R16LT				
225/70R17				
235/75R15				
225/75R15				
205R16				
235/85R16				



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## SECTION 7: PRICE SCHEDULE

### VALIDITY OF PRICES:

1. Prices shall remain valid for a period of two (2) years from the Effective Date of this Contract. All prices quoted by the bidder per Item in each LOT are to remain in place for the “TOTAL” period of two (2) years; no increase in the price of the items will be accepted by UNDP. UNDP shall have the right to order goods at any time during this validity period. If requested by UNDP.
2. UNDP may wish prior to the expiry date of the validity period; to extend and agree on new prices for ordering supplies 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 has the right opt out for any suitable freight and insurance charges related thereto, and if deems necessary reimburse the Supplier of these items at actual substantiated costs.
6. UNDP does not warrant that any quantity will be purchased during the term of this Agreement. UNDP ELECT will submit orders of items required from the LTA technical compliance sheet on a two weekly basis. These items requested will be accounted for by the supplier on submission of their monthly invoice for payment.
  - (a) The estimated quantity of goods indicated in the Summary Price Schedule in Lots 1, 2, & 3 are “INDICATIVE” totals ONLY.
  - (b) These indicative quantities are for pricing within the pricing schedule ONLY. It is envisaged that within the scope of the LTA these amounts of materials MAY BE REQUIRED by UNDP ELECT.
  - (c) The estimated quantities of goods indicated in the Summary Price Schedule do not require the bidder to supply these items at signing of the LTA with UNDP ELECT. The estimated quantities are a guide to the possible supply requirement of such items during the LTA period of two (2) YEARS.

### BILLING AND INVOICING:


7. UNDP will submit its requirement on a two-weekly basis (fortnightly), being the 1<sup>st</sup> and 15<sup>th</sup> day of the month. The Supplier shall provide UNDP with the corresponding items & quantities within 2 days maximum (from the on shelf stock) from receiving the requested order.
8. The Supplier shall send an itemized official invoice promptly to UNDP on a monthly basis.

**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.**



## Summary of Price Schedule

LOT 1: Batteries **				
Items	Estimated QTY*	Unit Price USD\$	Total Price per Item, transportation included	Required Delivery period in days ***
Battery Armoured Vehicle 80amp 260mm(L) x 170mm (W) x 200mm (D)	30			
Battery GS 50 amp LH and RH	200			
Battery GS 70amp LH and RH	900			
Battery GS 100amp LH and RH	80			
Battery acid	3,000 L's			
<b>Total Price DDU KABUL USD\$</b>				
LOT 2: Oils and Lubricants **				
Items	Estimated QTY*	Unit Price USD\$	Total Price per Item, transportation included	Required Delivery period in days ***
Engine oil 15/40	30,000 L's			
80/90-Gear oil	1,000L's			
Brake fluid-DOT 3or DOT 4	200 L's			
Hydraulic - ATF	1,000 L's			
Grease - MP	360 Kg's			
Anti-Freeze 100 %	3,000 L's			
Hydraulic oil (32)	500 L's			
<b>Total Price DDU KABUL USD\$</b>				
LOT 3: Tyres **				
Items	Estimated QTY*	Unit Price USD\$	Total Price per Item, transportation included	Required Delivery period in days ***
7.50R16LT	50			
225/70R17	50			
235/75R15	100			
225/75R15	50			
205R16	150			
235/85R16	100			
<b>Total Price DDU KABUL USD\$</b>				

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\*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. (The total estimated quantity is for pricing the submission and to allow for evaluation during the procurement process).

\*\* Bidders can supply a bid for each Lot. No partial lots will be accepted.

\*\* Failure to provide any or part of the items within each Lot thereof may result in the Bid being rejected

\*\*\* The bidder to indicate the initial delivery period in days of items listed within the Price Schedule to Kabul DDU.

**Please confirm hereafter:**

- (1). The bidder acknowledges and agrees that at the signing of the LTA contract, they will provide the Contact details and address of authourised representative with a commercial operation (business) in Kabul. ☐ YES/ ☐ NO
- (2). The bidder acknowledges and agrees that at the signing of the LTA contract, they understand the delivery requirements of 21 days DDU Kabul, and from on shelf (in store) to UNDP ELECT delivery requirement of 2 days. ☐ YES/ ☐ NO
- (3). The bidder acknowledges that the estimated quantity of the items listed in LOTS 1, 2 and 3 are “INDICATIVE” only, and are used for the calculation of awarding the contract to the successful bidder. UNDP are not bound by the LTA to purchase or take delivery of the said items which are stated in LOTS 1, 2 and 3. ☐ YES/ ☐ NO
- (4). The bidder acknowledges that the unit prices will remain firm (no change in price) for the entire contract period: ☐ YES/ ☐ NO
- (5). The bidder acknowledges that they attended the pre-Bid conference to receive information in the correct requirements of submitting their bid. (NOT MANDATORY TO ATTEND) ☐ YES/ ☐ NO
- (6). The bidder acknowledges that they understand the Terms and Conditions as stated in the LTA ☐ YES/ ☐ NO

Name of the company: \_\_\_\_\_

Address of company : \_\_\_\_\_


Name of authorised Representative and title : \_\_\_\_\_

Phone number : \_\_\_\_\_

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

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

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

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## **SECTION 08: 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**

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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: \_\_\_\_\_

Name of our representative (s) designated for this engagement				..... , and 2.....			
Firm/Company's name (Proposer)							
Address:							
City		State		Zip			
Signature of Authorized Representative:							
Name			Title				
Telephone No.		Ext.		Fax No.			
Email address							