





<p>United Nations Development Programme</p> <p><i>UNDP- Afghanistan</i></p> <p>Procurement Section</p>	<table> <tr> <td data-bbox="794 81 932 197">  </td><td data-bbox="932 81 1502 197"> <p>INVITATION TO BID</p> </td></tr> <tr> <td data-bbox="794 197 932 354"> <p>UN DP</p> </td><td data-bbox="932 197 1502 354"> <p>for Provision of Customs Clearance, Freight Forwarding and Vehicle Registration on Long Term Basis for UNDP Projects in Afghanistan</p> <p>Page 1 of 45</p> </td></tr> <tr> <td data-bbox="794 354 932 432"></td><td data-bbox="932 354 1502 432"> <p>All Correspondence, Each Case and Parcel must show the ITB Number</p> </td></tr> </table>		<p>INVITATION TO BID</p>	<p>UN DP</p>	<p>for Provision of Customs Clearance, Freight Forwarding and Vehicle Registration on Long Term Basis for UNDP Projects in Afghanistan</p> <p>Page 1 of 45</p>		<p>All Correspondence, Each Case and Parcel must show the ITB Number</p>
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PLEASE READ CAREFULLY

	CHECK LIST FOR COMPLETE BID SUBMISSION*	Provided	
		Yes	No
A	Bid is properly sealed		
B	Language of Bid is as requested (English)		
C	HARDCOPY ONE (1) ORIGINAL AND TWO (2) COPIES		
D	DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE		
E	EACH ENVELOPE SHALL BE MARKED WITH "ITB for Provision of Customs Clearance, Freight Forwarding and Vehicle Registration on Long Term Basis for UNDP Projects in Afghanistan" "COPY" OR ORIGINAL AS APPLICABLE		
F	Bid submission Sheet (Section 5)		
G	Contact details of Bidder		
H	Completion of Section 7: Technical Requirements		
I	Section 9: Detailed Price Schedule		
SEE BID DATA SHEET FOR COMPLETE DETAILS			

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INVITATION LETTER

Kabul, 9th September, 2009

Subject: Invitation to Bid for Provision of Customs Clearance, Freight Forwarding and Vehicle Registration on Long Term Basis for UNDP Projects in Afghanistan

We hereby solicit your bid for customs brokerage, freight transportation, delivery and vehicle registration services to UNDP and other UN Organizations operating in Afghanistan on a timely basis and in a cost effective manner. UNDP has or supports programs and projects which operate in most areas of the country. All UN shipments are tax exempt, but require obtaining letters confirming the exempt status of each shipment. All vehicles must also be registered. Armoured vehicles require special approval and registration.

- 1) To enable you to submit a bid, please find enclosed:

[SECTION 1: INSTRUCTIONS TO BIDDERS](#)

[SECTION 2: BID DATA SHEET](#)

[SECTION 3: SPECIAL TERMS AND CONDITIONS](#)

[SECTION 4: GENERAL TERMS AND CONDITIONS](#)

[SECTION 5: BID SUBMISSION SHEET](#)

[SECTION 6: TERM OF REFERENCE](#)

[SECTION 7: TECHNICAL REQUIREMENTS](#)

[SECTION 8: PRICE SCHEDULE](#)




[SECTION 9: MODEL LONG TERM AGREEMENT](#)

[SECTION 10-ACKNOWLEDGEMENT LETTER](#)

- 2) Bids in sealed envelopes must be delivered in **sealed HARDCOPY envelopes ONLY should reach the following address no later than 6th October 2009 at 1500 hours Kabul time.**

Procurement Unit
United Nations Development Programme (UNDP).
Shah Mahmood Ghazi Watt, Kabul, Afghanistan
+93 20 2101682-91 / +873 763 468 863

Late bids shall be rejected. Please take into sufficient consideration for delivering the documents. Bidders must offer a complete bid. i.e. All bidders are required to bid for provision of all services requested under in this ITB.

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3) A Bid Conference will be held on Sunday 27 September, 2009 at 1230 hours (Kabul time) at Qurban Ali Conference Room at UNDP Afghanistan Interested firms are encouraged to attend

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.

a. Profile of the company: Giving a brief description of the company

b. Details verifying years in business: The Company must document having a minimum of three years experience in customs clearance, freight transfer and motor vehicle registration in Afghanistan.

Documentation includes reference letters from current and past customers confirming the satisfactory performance of the services requested in this invitation to bid, copies of current and past contracts for the services requested, registration and licensing documents

c. List of Key Employees & Qualifications: The Company must provide a list of employee(s) who will actually perform the customs clearance, transport or motor vehicle registration services. The list shall include, name, task to be performed, qualifications, number of years experience performing the task.

d. List of Equipment: Provide a list of the trucks, cranes and other equipment which the company proposes to use to perform the services that are the subject of this Bid Request.


e. Bank Credit Reference: The eligible Bidder must include a credit reference issued by reputable, Internationally recognized bank.

f. Licenses: Attach Photocopies of all Business, Customs Clearance and Transport Licenses INCLUDING- licenses held by employees and Crane Inspection Certifications

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 contract between your company and UNDP Afghanistan. Bidders are encouraged to acknowledge receipt of this ITB by E-mail to the UNDP Afghanistan contact person specified.

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 Section 11 acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to **[felix.sahlin@undp.org]** within five days after receipt of this ITB.

Failure to submit the acknowledgement letter may result in the bid being rejected

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SECTION 1: INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The UNDP invites Sealed Bids for the supply and delivery of rental cars 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

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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:

- (a) A Bid Submission form;
- (b) a Price Schedule completed in accordance with Section 9, 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:**

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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, has 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.

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.




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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 three copies 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 copies of the Bid shall be typed or written in 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

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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.




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

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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 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.

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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	Demonstrated ability to honour important responsibilities and liabilities

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	allocated to supplier in this ITB (e.g. performance guarantee, warranties, or insurance coverage, etc).
1.6	Proof of after sales service capacity and appropriateness of service network.
1.7	Compliance with environmental, health and safety standards

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.

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




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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.

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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.

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:


1. The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP which shall be reflected in a non-binding Long Term Agreement in the form attached hereto as the "Model Long Term Long Term Agreement for the Provision of Goods and/or Services to The United Nations Development Programme".
2. Such Services and/or goods shall be at negotiated prices listed the Price Schedule and/or Bill of Quantities as applicable. The prices shall remain in effect for a period of one/two years from entry into effect of the Long Term Agreement
3. UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement, which shall be for two years.
4. In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the duration of this Agreement, the Supplier/Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Long Term Agreement."

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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.


<p>Deadline for Submission of Bids:</p> <p>Opening of bids</p>	<p>6th October 2009, 15:00 hours (Kabul local time)</p> <p>07 October 2009, 10.00AM (Kabul Time)</p>
<p>Bids to be received at:/Bids to be marked:</p>	<p>Procurement Unit Shah Mahmood Ghazi Watt. Kabul, Afghanistan United Nations Development Programme (UNDP) +93 20 2101682-91 / +873 763 468 863</p> <p>ATTENTION: “PROCUREMENT UNIT”</p> <p>SEALED BID: for Provision of Customs Clearance, Freight Forwarding and Vehicle Registration on Long Term Basis for UNDP Projects in Afghanistan</p> <p>DEADLINE: On or Before 06 October 2009, 15:00 hours (Kabul local time)</p> <p>NOT TO BE OPENED BY REGISTRY</p>
	<p>Bids are to be submitted by the deadline as stated above as sealed bids providing they are <u>signed and stamped</u> in all relevant places.</p> <p>Please send your Bid in good time. It is the Bidder’s responsibility to ensure that bids sent by courier and are received by the deadline.</p> <p><u>Bids submitted by fax or to any e-mail address will be rejected. Late bids will not be accepted.</u></p>
<p>Services to be provided in (Country):</p>	<p>Afghanistan.</p>
<p>Bid Validity Period:</p>	<p>120 days.</p>
<p>Deviations:</p>	<p>Any deviation must be disclosed in writing in the Bidder’s Statement Regarding Deviations/Non-Compliance in Section 4.</p>

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Partial bids:	Partial bid will not be considered
Language of the Bid:	English.
Oral and written communication must be directed to UNDP Afghanistan office:	UNDP Afghanistan Procurement Unit E-Mail: felix.sahlin@undp.org
Requests for additional information:	Must be received at least ten (10) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.
Bid submission:	<p>THE FOLLOWING MUST BE INCLUDED IN THE BID SUBMISSION (1 ORIGINAL AND 2 COPIES):</p> <p>A. BID SUBMISSION FORM (Section 5)</p> <p>Bid submission form: Fully completed and duly authorized with signature INCLUDING CONTACT DETAILS OF BIDDER</p> <p>B) SUPPLIER QUALIFICATIONS (Section 5)</p> <p>5.1 Profile of the company: Giving a brief description of the company</p> <p>5.1.1 Details of years in business: The company must document having a minimum of three years experience in customs clearance, freight transfer, motor vehicle registration and furniture and personal property removal in Afghanistan</p> <p>5.2 Other Reference Documents:</p> <p>5.2.1 List of Key Employees & Qualifications: The company must provide a list of employee(s) who will actually perform the customs clearance, transport or motor vehicle registration services. The list shall include, name, task to be performed, qualifications, number of years experience performing the task and photocopies of any relevant licenses which are relevant to the services to be provided.</p>

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	<p>5.2.2 List of Equipment: The company must provide a list of the trucks, cranes and other equipment which the company proposes to use to perform the services that are the subject of this Bid Request.</p> <p>5.2.3 Bank Credit Reference: The eligible Bidder must include a credit reference issued by reputable, internationally recognized bank.</p> <p>5.2.4 Licenses: Attach Photocopies of all Business, Customs Clearance and Transport Licenses INCLUDING- licenses held by employees</p> <p>C) FINANCIAL (Section 6)</p> <p>6.1.1 Price schedule form: Fully completed and duly authorized including Bidder's Statement Regarding Deviations/Non-Compliance.</p> <p>6.1.1 Mobilization schedule: Bidder's proposed delivery schedule (See Section 6, Price Schedule Below).</p> <p>6.1.2 Transportation Prices List Inside Afghanistan (See Section 5-G, Price Schedule Below).</p> <p>All submittals shall bear seal/marking/signature of bidder. UNDP Afghanistan may request additional supporting documentation.</p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.</p>
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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)	Not Applicable
Other Special Terms Of Payment (amends Clause 6 of GTC)	<p>UNDP does not accept Letter of Credit terms; payment shall be made by direct bank transfer to supplier's nominated Bank account after the delivery of the services satisfactorily</p> <p>It is not the policy of UNDP to approve advance payments.</p>
Insurance	
Price Change Conditions	<p>Price Increase - Prices shall be reviewed on quarterly basis and shall remain firm for this duration. Reasonable Price changes based on market conditions and price/cost analysis maybe made afterward subject to UNDP approval. The Contractor shall supply documentation satisfactory to UNDP such as documented changes to the Original Equipment Manufacturer (OEM) price index for the particular goods/services or the OEM published notification of price change(s). UNDP will evaluate this information to determine if revising the pricing is considered fair, reasonable and to the satisfaction of UNDP. Requests for any change are to be made in writing to the UNDP. A written Change Order issued by UNDP will institute the price adjustment, provide the new prices and establish the effective date for the new prices. The Contractor shall endeavor to provide UNDP thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. UNDP may cancel the Contract if the price increase request is found unreasonable and/or</p>

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	<p>not approved.</p> <p>Price Decrease - All unit price reductions at the manufacturer or distributor level shall be reflected and passed to UNDP retroactively to the effective date of the price reductions.</p> <ol style="list-style-type: none"> a. UNDP may request the Contractor, and the Contractor shall agree, to negotiate in good faith the prices set out in this contract, should the market prices for products and/or services provided by the Contractor under this agreement change since the prices were last agreed by the Parties and thereby placing UNDP in a less favourable position with Contractor compared to the existing market prices, as evidenced by the OEM indices and prices in the national market. Such request for re-negotiation shall be made no more frequently than every three months. b. Within fifteen (15) days of any such request, the Parties shall finalise negotiations regarding an adjustment to reasonably reflect change the unit rate prices. Such adjustment shall be set out in a contract amendment to the Contract and shall take effect upon signature of the Contract Amendment by both Parties. c. If both Parties are unable to agree on the re-negotiated prices on a competitive basis, UNDP may elect to continue the arrangement or alternatively cancel the Contract.
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SECTION 4: UNDP GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT




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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the

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award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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




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

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

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

- (i) Name UNDP as additional insured;
- (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
- (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

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9. 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 UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS




UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP'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 UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 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

<p>United Nations Development Programme</p> <p><i>UNDP- Afghanistan</i></p> <p>Procurement Section</p>	<table> <tr> <td data-bbox="792 71 930 191">  </td><td data-bbox="930 71 1502 191"> <p>INVITATION TO BID</p> </td></tr> <tr> <td data-bbox="792 191 930 352"> <p>U N D P</p> </td><td data-bbox="930 191 1502 352"> <p>for Provision of Customs Clearance, Freight Forwarding and Vehicle Registration on Long Term Basis for UNDP Projects in Afghanistan</p> <p>Page 23 of 45</p> </td></tr> <tr> <td data-bbox="792 352 930 432"></td><td data-bbox="930 352 1502 432"> <p>All Correspondence, Each Case and Parcel must show the ITB Number</p> </td></tr> </table>		<p>INVITATION TO BID</p>	<p>U N D P</p>	<p>for Provision of Customs Clearance, Freight Forwarding and Vehicle Registration on Long Term Basis for UNDP Projects in Afghanistan</p> <p>Page 23 of 45</p>		<p>All Correspondence, Each Case and Parcel must show the ITB Number</p>
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be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.


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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 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, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity

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with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration




Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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.

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a

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similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

19 CHILD LABOUR




- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. 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.

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SECTION 5: BID SUBMISSION SHEET
Must be duly completed by the Bidder and returned with the Bid

To: UNDP/Afghanistan
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 services as described in Section 7 (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 contract¹, 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)

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SECTION 6: TERM OF REFERENCE

1. Background.

1.1 UNDP seeks a qualified and experienced customs brokerage and freight delivery company to provide custom clearance, transportation and vehicle registration services to UNDP and other UN Organizations operating in Afghanistan on a timely basis and in a cost effective manner. UNDP has or supports programs and projects which operate in most areas of the country. All UN shipments are tax exempt, but require obtaining letters confirming the exempt status of each shipment. All vehicles must also be registered. Armored vehicles require special approval and registration.

1.2 The non-peak monthly volume is approximately 10-20 shipments per month. Since March of 2008, the volume has been consistently greater than 50 shipments per month. There were approximately 65 shipments in July of 2009 including armored and non-armored vehicles. The work is currently being handled by 2 full time employees of UNDP.

1.3 Customs cleared shipments are delivered to all regions of Afghanistan.

2. Facilities Provided by UNDP

2.1 UNDP has an onsite warehouse with approximately 20 square meters of usable floor space for temporary storage of customs cleared goods.

3. Scope of Services

3.1 The Company shall assign sufficient qualified staff to ensure timely clearance of UNDP shipments, as well as their prompt delivery to a location designated by UNDP.




The clearance of shipments in Kabul Customs shall commence upon arrival of shipment and shall be completed in less than 15 days. The Company shall promptly notify UNDP Logistics of any delay caused by the non availability of documentation or any other facts or problems which might delay customs clearance.

The Company shall assign sufficient qualified staff to ensure timely clearance of UNDP shipments, as well as their prompt delivery to a location designated by UNDP.

Upon arrival of supplies to Kabul Airport Customs in the case of air shipment, or Kabul Customs in the case of ground shipment, the Company shall promptly collect the relevant shipping documentation from appropriate Customs office, as well as an exemption letter from UNICEF Logistic section for the goods.

The Company shall promptly customs clear all items consigned to UNDP from the respective Kabul customs post having custody of the goods.

The Company shall advance any funds required for the payment of fees or other charges directly levied by the Ministry of Finance of Afghanistan for clearance of goods from customs.

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Company shall expeditiously load, transport, deliver and if directed, unload customs cleared goods shipped to UNDP to other locations within Afghanistan as more specified or directed by the UNDP Procurement Logistics Department.

The Company shall be solely responsible for any and all unnecessary delays caused by the Company and be solely responsible for payment of any demurrage charges which may be charged or levied against the shipment as a result.

The Company shall exercise special care in the identification and expeditious customs clearance of any items or shipments requiring special handling.

The Company shall not cause or allow any documents verifying the tax and other privileges granted to UNDP by the Government of Afghanistan to be issued to, or used by, any third party for any reason. In the event of any breach of this paragraph, UNDP shall cancel the Company's contract without any liability to the Company whatsoever. In addition, the Company shall be solely liable for any taxes, penalties, fines or any other sanctions whether civil criminal or administrative which may be assessed as a result of any such breach.

The Company shall fully indemnify and hold UNDP harmless from any sanctions which may be assessed as a result of any breach of Company's obligations under these Terms of Reference.

Special Services

3.2.1 In addition to the duties specified above, the Company shall also be responsible for the Registration of Non Armored UNDP Vehicles and Machinery with Traffic Department. This includes, but is not limited to, obtaining registration documents/road permits and number plates, and completing all other formalities including the payment of any fees required by any other government offices to allow the vehicle's lawful use upon the roads of Afghanistan.

The company shall be responsible for the Registration of Armored UNDP Vehicles with the Traffic Department including but not limited to obtaining registration documents/road permits and number plates, Ministry of Interior permits and completing all other formalities including the payment of any fees required by any other government offices to allow the vehicle's lawful use upon the roads of Afghanistan.



3.3 The company shall also be responsible for investigating and documenting any physical damage to items consigned to UNDP which may occur during shipment and fully assist in the processing of insurance and other claims thereon.

4.0 Facilities Equipment and Personnel to be Provided by the Contractor

4.1 The company must possess adequate personnel and logistical resources to perform the task(s) without any direct assistance from UNDP other than provision of a tax exemption letter for each shipment.

4.2 The company shall assign sufficient experienced, licensed staff to ensure timely clearance of UNDP shipments, as well as their prompt delivery to a location designated by UNDP.

4.3 The company must either own or have access to a sufficient number of trucks, cranes, forklifts of various sizes to successfully perform the tasks.

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4.4 The company will be required to provide a list of personnel who will perform the work as well as relevant licenses, certificates and other documentation demonstrating that the company is capable of successfully performing the the contract.

4.5 The company will be required to provide a list of equipment which will be used to perform the work including loading, unloading and forwarding of UNDP shipments to locations throughout Afghanistan. Company may also be required to produce for inspection and photocopying, all relevant vehicle registration certificates, crane inspection certificates and other documentation demonstrating that the company is capable of successfully performing the contract.


4.6 The company must demonstrate it has adequate warehouse space to store shipments consigned to UNDP if the size of the shipment exceeds the size of UNDP's on site warehouse.

5.0 Duration of the Contract

5.1 The anticipated duration of the contract is three (3) years.

6. Remuneration

6.1 The Company will be remunerated for services successfully performed on a monthly basis. Payment will be by UNDP will be made within 30 days of presentation and acceptance of the following documents by the Company: an invoice accompanied by supporting documentation including, waybills; copies of exemption forms, receipts or proofs of payment of delivery confirmations which document and verify successful performance of Company's duties as well as an accounting of any funds advanced by the company for payment of fees directly levied by the Ministry of Finance of Afghanistan for clearance of goods from customs.


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Section 7: Technical Requirements

Technical Compliance Sheet (TCS) to be completed by Bidders

Bidders are required to provide all the data as per the following requirements. Failure to provide any or part of the items within each lot thereof may result in the Bid being rejected

7.1 LIST OF KEY EMPLOYEES AND LICENSES					
7.1.1	Company Name :				
	Business Registration License Number:		PROVIDE PHOTOCOPY OF COMPANY'S BUSINESS LICENSE		
	Registration Number with Ministry of Finance (Customs Broker License):		PROVIDE PHOTOCOPY OF COMPANY'S CUSTOMS BROKER LICENSE)		
	Registration Number with Ministry of Transport (Freight Forwarding License		PROVIDE PHOTOCOPY OF COMPANY'S FREIGHT FORWARDING LICENSE		

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7.1.2	Key Employees:				
	Last Name	First Name	Broker Lisc No.	Number of Years with Company	Total Number of Years of Experience
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
	PROVIDE PHOTOCOPY OF EACH EMPLOYEES' CUSTOMS BROKER LICENSE)				



7.1.3	List Of Equipment				
A	Minivan/Microbus	Make	Model	Year	
1					
2					
3					
B	Pick Up Truck (1Mton)				
1					
2					
3					
4					
	Pick Up Truck (2 Mton)				
1					
2					
3					
	Light Truck				
1					
2					
3					
	15Mton Truck				
1					
2					
3					
	20Mton Truck				
1					
2					
3					

7.1.4	5Mton Crane	Make	Model	Year	
1					
2					
	10Mton Crane				
1					
2					
	20Mton Crane				
1					
2					
	FOR EACH CRANE: Attach/Provide Current Crane Certification Documentation				

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SECTION 8: PRICE SCHEDULE

VALIDITY OF PRICES:

- Prices shall remain valid for a period of two (2) years from the Effective Date of this Contract. UNDP shall have the right to order goods at any time during this validity period. If requested by UNDP.
- UNDP may wish to 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.
- If market prices under this contract should decrease such decrease will be reflected in the prices from the Supplier to UNDP.
- All costs/unit prices must be exclusive of customs, taxes and duties.
- 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.
- UNDP does not warrant that any quantity will be purchased during the term of this Agreement.
- Any price schedule that is not fully priced, the highest unit price received for the uncompleted line item will be inserted for purposes of evaluation.

ADVANCE PAYMENT:

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

PRICE REN-NEGOTIATIONS:

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



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.

8.1.1	Price Schedule Form Customs Clearance Tasks	
	Air Shipment	
Item	Task	Price/USD
1	Basic Fee For Document Processing	
	Fee for Document Processing (Collect documents from Airport, obtain Exemption Letter from UNDP Logistics, Process Documents through relevant Ministries including customs, including all other charges EXCEPT LOADING FEES)	
	FORM , Customs Clearance Price List	
	Land Shipment	
		Price/USD
B.	1 Basic Fee For Document Processing	
	Fee for Document Processing (Collect documents from Airport, obtain Exemption Letter from UNDP Logistics, Process Documents through relevant Ministries including customs, including all other charges EXCEPT LOADING FEES)	
	2 Single Container Shipment (regardless of container size)	
	2-5 Container Shipment (regardless of container size) Quote Price	
	3 Per Container	
	6-10 Container Shipment (regardless of container size) Quote	
	4 Price Per Container	
	>10 Container Shipment (regardless of container size) Quote	
	5 Price Per Container	
		Price/USD
C.	Fees For Documentation Processing If Transport Provided	
	1 Minimum charge for ≤ 200Kg	
	2 201Kg-1Mton using 1 Mton Pickup,(Including Loading Charges)	
	3 1001-2Mton (using 2 Mton Pickup, Including Loading Charges)	
	4 2001-3500Kg (using light truck Including Loading Charges)	
	5 8001-15000Kg (using 15mton truck Including Loading Charges)	
	6 15001-20000Kg (using 20mton truck Including Loading Charges)	
	Provision of 5Mton crane (both ends) Quote Charges by the	
	7 hour or fraction thereof	
	Provision of 10Mton crane (both ends) Quote Charges by hour	
	7 or fraction thereof	



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D.	Unloading/Labor charge only or off loading at UNDP designated location	<u>Price/USD</u>
	1 Off Loading charge for ≤ 200Kg	
	2 Off Loading charge using 1 Mton Pickup	
	3 Off Loading Charge using 2 Mton Pickup	
	4 Off Loading Charge using light truck	
	5 Off Loading Charge using medium truck	
	6 Off Loading Charge using 15Mton truck	
	7 Off Loading Charge using 20Mton truck	
	CHARGES FOR TRANSPORT OF BULKY ITEMS WILL BE CALCULATED ACCORDING TO THE SIZE/TYPE OF TRUCK USED	
E.	Registration of UNDP Vehicles and Machinery with Traffic Department	
	Registration of UNDP Standard Vehicle (Landcruisers, Pickup, Passenger Car etc) Including all Government Fees QUOTE ON A 1 PER VEHICLE BASIS	
	Registration of UNDP Armored Vehicle (Land Cruisers) Including 2 all Government Fees QUOTE ON A PER VEHICLE BASIS	
	PART II MOBILIZATION:	
F.	State the amount of time in days required for your company to assume its duties after signature of a Purchase Order if you are the	
	1 successful bidder	
	State any documentation, or other information you might require 2 from UNDP to mobilize within the time stated in E-1 Above	



UN

DP


SN	From	Description of Drop		Type of Trucks and Loading Capacity			
		To	5 MT (Dayna)	10 MT	15 MT (Kamaz)	20 MT	Trailer Containerized
	Zone A Central Region Drop zones		Price	Price	Price	Price	Price
1	Kabul	City					
2	Kabul	Kabul-Farza district					
3	Kabul	Kabul-Dehsabz district					
4	Kabul	Kabul-Srubi district					
5	Kabul	Kabul-Kalakan district					
6	Kabul	Kabul-Khakijabar district					
7	Kabul	Kabul-Mirbachakot district					
8	Kabul	Kabul-Guldara district					
9	Kabul	Kabul-Charasyab district					
10	Kabul	Kabul-Shakardara district					
11	Kabul	Kabul-Qarabagh district					
12	Kabul	Kabul-Musai district					
13	Kabul	Kabul-Istalif district					
14	Kabul	Kabul-Paghman district					
15	Kabul	Kabul-Bagrami district					



UN


DP

SN	From	Description of Drop Zones To	Type of Trucks and Loading Capacity				
			5 MT (Dayna)	10 MT	15 MT (Kamaz)	20 MT	Trailer Containerized
		Zone A Central Region Drop zones	Price	Price	Price	Price	Price
16	Kabul	Paktia Sharan					
17	Kabul	Ghazni-Ghazni					
18	Kabul	Ghazni-Nawur					
19	Kabul	Ghazni-Jaghuri					
20	Kabul	Ghazni-Malistan					
21	Kabul	Kapisa-Mahmud-E Raqi					
22	Kabul	Parwan-Charikar					
23	Kabul	Panjshir-Hase Awal					
24	Kabul	Panjshir-Hase Dowom					
25	Kabul	Wardak Maidanshar					
26	Kabul	Logar-Puli Alam					
27	Kabul	Bamyan-Bamyan					
28	Kabul	Khost-Khost					
29	Kabul	Paktya-Gardez					
30	Kabul	Daikundi-Nilli					


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		Description of Drop Zones		Type of Trucks and Loading Capacity			
SN	From	To	5 MT (Dayna)	10 MT	15 MT (Kamaz)	20 MT	Trailer Containerized
			Price	Price	Price	Price	Price
	Zone B) North & Northeast Region Drop zones						
31	Kabul	Mazar-i-Sharif					
32	Kabul	Mazar-i-Sharif (Bandari Hairatan)					
33	Kabul	Baghlan-center					
34	Kabul	Kunduz (center)					
35	Kabul	Kunduz (Shirkhan Bandar)					
36	Kabul	Takhar (Center)					
37	Kabul	Badakshan (Center)					
38	Kabul	Faryab (Maimana)					
39	Kabul	Sari Pul (Center)					
40	Kabul	Samangan (Aibak)					
41	Kabul	Jawzjan (Sheberghan)					

		Description of Drop Zones	Type of Trucks and Loading Capacity				
SN	From		5 MT (Dayna)	10 MT	15 MT (Kamaz)	20 MT	Trailer Containerized
			Price	Price	Price	Price	Price
		Zone C South Region Drop zones					
42	Kabul	Zabul (Center)					
43	Kabul	Kandahar (Center)					
44	Kabul	Kandahar (Speen Boldak border)					
45	Kabul	Helmand (Center)					
46	Kabul	Nemroz (Center)					
		Zone D West Region Drop zones					
47	Kabul	Heart (Center)					
48	Kabul	Heart (Islam Qala border)					
49	Kabul	Heart (Torghondi border)					
50	Kabul	Farah (center)					
51	Kabul	Ghor (center)					
52	Kabul	Badghis (center)					

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SN	From	Description of Drop Zones	Type of Trucks and Loading Capacity				
			5 MT (Dayna)	10 MT	15 MT (Kamaz)	20 MT	Trailer Containerized
			Price	Price	Price	Price	Price
		Zone E East Region Drop Zones					
53	Kabul	Nangarhar-Jalalabad					
54	Kabul	Nangarhar-Torkham					
55	Kabul	Laghman-center					
56	Kabul	Laghman-Ali shing					
57	Kabul	Laghman-Ali nigar					
58	Kabul	Kunar-Asad Abad					
59	Kabul	Kunar-Daria Paich					
60	Kabul	Noristan-center					
61	Kabul City Crane per Day						
62	Kabul City Crane Truck per trip Loading at UNDP warehouse and unloading within the city (counterpart warehouse)						

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

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

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

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

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


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

Article 1: SCOPE OF WORK

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

Article 2: CHANGES IN CONDITION

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

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Article 3: CONTRACTOR'S REPORTING

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

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

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

Article 5: ACCEPTANCE


7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

Article 6: THIS ARRANGEMENT IS NOT A BINDING COMMITMENT

9. The Supplier understands that this contract represents an offer on the part of the Supplier to provide UNDP with the items at the prices and under the terms and conditions detailed therein for the duration of this contract and does not represent a contract in and of itself or oblige UNDP to spend any monies whatsoever.
10. The values or volumes contained in this contract are estimate only, and in no way represent UNDP's total obligation to the Supplier. UNDP is not obliged to purchase any minimum quantity of equipment or services.

Article 7: A PURCHASE ORDER IS A BINDING COMMITMENT




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

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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.

Article 8: PRICE CHANGE CONDITIONS

- 8.1 Price Increase** - Prices shall be reviewed on quarterly basis and shall remain firm for this duration. Reasonable Price changes based on market conditions and price/cost analysis maybe made afterward subject to UNDP approval. The Contractor shall supply documentation satisfactory to UNDP such as documented changes to the Original Equipment Manufacturer (OEM) price index for the particular goods/services or the OEM published notification of price change(s). UNDP will evaluate this information to determine if revising the pricing is considered fair, reasonable and to the satisfaction of UNDP. Requests for any change are to be made in writing to the UNDP. A written Change Order issued by UNDP will institute the price adjustment, provide the new prices and establish the effective date for the new prices. The Contractor shall endeavor to provide UNDP thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. UNDP may cancel the Contract if the price increase request is found unreasonable and/or not approved.
- 8.2 Price Decrease** - All unit price reductions at the manufacturer or distributor level shall be reflected and passed to UNDP retroactively to the effective date of the price reductions.
- d. UNDP may request the Contractor, and the Contractor shall agree, to negotiate in good faith the prices set out in this contract, should the market prices for products and/or services provided by the Contractor under this agreement change since the prices were last agreed by the Parties and thereby placing UNDP in a less favourable position with Contractor compared to the existing market prices, as evidenced by the OEM indices and prices in the national market. Such request for re-negotiation shall be made no more frequently than every three months.
 - e. Within fifteen (15) days of any such request, the Parties shall finalise negotiations regarding an adjustment to reasonably reflect change the unit rate prices. Such adjustment shall be set out in a contract amendment to the Contract and shall take effect upon signature of the Contract Amendment by both Parties.
 - f. If both Parties are unable to agree on the re-negotiated prices on a competitive basis, UNDP may elect to continue the arrangement or alternatively cancel the Contract.

<p>United Nations Development Programme</p> <p><i>UNDP- Afghanistan</i></p> <p>Procurement Section</p>	<table border="1"> <tr> <td data-bbox="786 63 932 344" rowspan="3">  <div style="display: flex; justify-content: space-around;"> U N </div> <div style="display: flex; justify-content: space-around;"> D P </div> </td> <td data-bbox="932 63 1495 168" style="background-color: black; color: white; text-align: center;"> INVITATION TO BID </td> </tr> <tr> <td data-bbox="932 168 1495 262"> <p>Number: AFG/01/2009</p> <p>Page 44 of 45</p> </td> </tr> <tr> <td data-bbox="932 262 1495 344"> <p>All Correspondence, Each Case and Parcel must show the ITB Number</p> </td> </tr> </table>	 <div style="display: flex; justify-content: space-around;"> U N </div> <div style="display: flex; justify-content: space-around;"> D P </div>	INVITATION TO BID	<p>Number: AFG/01/2009</p> <p>Page 44 of 45</p>	<p>All Correspondence, Each Case and Parcel must show the ITB Number</p>
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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: _____

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SECTION 10-ACKNOWLEDGEMENT LETTER

<p><i>PLEASE TYPE OR PRINT ELEGIBLY & RETURN BY 18th April 2009 VIA email:</i> <i>hamid.karimi@undp.org</i></p>
--

Date

Dear Mr.,

Subject: "AFG/01/2009 - Provision of Rental Vehicles on Long Term Basis UNDP Projects in Afghanistan.

We the undersigned acknowledge receipt of your Request for Proposal dated _____ for Provision of Rental Vehicles On Long Term Basis for more than 15 UNDP Projects in Afghanistan and here by confirm that

a) ☐ we intend

b) ☐ we do not intend

To submit a bi to the United Nations Development Programme by the deadline of _____

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					