



Date: 9 February 2011

INVITATION TO BID
n° UNDP/ELECT/AFG/064822/2011

Subject: Supply and Delivery of Life Support Facilities for ELECT Project

Deadline for Submission of Bids: 27th February 2011 4pm (16.00 hours) (Kabul local time)

Dear Sir/Madam,

1. United Nations Development Programme (UNDP) Afghanistan hereby solicits your offer and delivery schedule for the supply of the item described in Section 5 of this Invitation to Bid:
2. The ITB is split into three (3) separate lots with each lot having an independent scope and requirements. Bidders may submit proposal for one or three LOTS:

Lot No.	Description
1	Converted Container
2	Ancillary Items
3	Various Items

3. All bids are subject to the Instructions to Bidders and such other provisions, specifications and instructions as are attached or incorporated herein by reference (hereinafter collectively called " Invitation to Bid" or "ITB"). Solicitation documents hereunder include:
 1. [Section 1: Instructions to Bidders](#)
 2. [Section 2: Bid Data Sheet](#)
 3. [Section 3: Bid Submission Form](#)
 4. [SECTION 4: Technical Specification of Products](#)
 5. [Section 5: Price Schedule Form/Delivery Schedule](#)
 6. [Section 7: General Terms and Conditions](#)
 7. [Section 8: Special Conditions](#)
4. Your submission will be considered **upon the provision with this ITB the following**, failure in providing the requested documents may constitute grounds for disqualification of the bids:
 - *Company Profile*
 - *Minimum of two years experience in the relevant field (Proof must be submitted)*
 - *Reference list (Client List)*
5. Interested Bidders may obtain further clarifications 3 calendar days before the deadline at the following address: procurement.elect@undp.org



6. Bids should be sent to the following address:

Courier service or personally to:

Procurement Unit,
Sher Poor Street,
(Close to Spinneys Supermarket
and Ghazanfar Bank,
Wazir Akbar Khan Branch),
Kabul, Afghanistan.

Clearly marked on the envelope or in the email subject-line should be: **UNDP/ELECT/AFG/648/2011-Supply and Delivery of Life Support Facilities for ELECT Project**

7. Bids must be delivered to the above address before 4pm (16:00 hrs) Kabul local time, on 9. Late bids shall be rejected.
8. Bids will be opened on the next day at **10:00 hours, Kabul local time, , at ELECT project Procurement office in UNDP**, 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.
9. 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.
10. Bidders are requested to acknowledge receipt of this ITB by E-mail to procurement.elect@undp.org and confirm their intent to bid. This will allow UNDP/ELECT Afghanistan to send technical clarifications if needed.

Sincerely,

Procurement Unit
ELECT project
UNDP Afghanistan
Procurement.elect@undp.org



SECTION 1: INSTRUCTIONS TO BIDDERS

A. Introduction

- 1) **General:** The Purchaser invites Sealed Bids for the supply of goods to the UN system.
- 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 Purchaser 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 Bids.
- 3) **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UN entity 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:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing to procurement.elect@undp.org. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than 3 calendar days prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that acknowledged receipt of the Solicitation Documents.
- 6) **Amendments of Solicitation Documents:** No later than 1 week prior to the Deadline for Submission of Bids, the procuring entity 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 acknowledged receipt of 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 procuring entity 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 procuring entity shall be written in the language indicated on the Bid Data Sheet.

8) Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) Bid Submission form;
- (b) Price Schedule completed in accordance with the Section 4 and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is 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;

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 Purchaser'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 authorized by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) That the Bidder has the financial, technical, and production capability necessary to perform the contract.

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;
- (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 the Bid Data Sheet, following commencement of the use of the goods.

- 11) **Bid Currencies/Bid Prices:** All prices shall be quoted in US dollars or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

- 12) **Period of Validity of Bids:** Bids shall remain valid for 120 days after the date of Bid Submission prescribed by the procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the procuring UN entity 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:**
Not applicable

D. Submission of Bids

14. **Format and Signing of Bid:** 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 interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

15. **Sealing and Marking of Bids:**



15.1 The envelope shall:

- (a) be addressed to the Purchaser at the address given in section I of these Solicitation Documents; and
- (b) make reference to the “subject” indicated in section I of these Solicitation Documents, and a statement: “DO NOT OPEN BEFORE”, to be completed with the time and the date specified in section I of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

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

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 section I of these Solicitation Documents.

16.2 The Purchaser 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 Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Purchaser 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 the procuring UN entity prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. Opening and Evaluation of Bids

18. **Opening of Bids:**

18.1 The Purchaser 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 I of this Solicitation Document. The Bidders’ Representatives who are present shall sign a register evidencing their attendance.

18.2 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 purchaser, 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 20 of Instructions to Bidders.

18.3 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.



18.4 The Purchaser will prepare minutes of the Bid Opening.

19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring UN entity 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.

20. **Preliminary Examination:**

20.1 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Purchaser 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.

20.3 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.

20.4 A Bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to AFN (Afghanistan Local Currency) at the official UN exchange rate on the last day for Submission of Bids.

22. Prices should be provided in Afghani (AFN) or monthly UN exchange rate will be automatically applied in order to compare the bids received in other currency(s).

23.

24. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.



F. Award of Contract

23. **Award Criteria:** The procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Bidder. The Purchaser reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the purchaser's action.
24. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 20 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the Purchaser will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this purchase order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this purchase order.
26. **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 purchaser.



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.

Deadline for Submission of Bids:	27th February 2011 4pm (16:00 hours) (Kabul local time)	
Opening of bids	28th February 2011 10am (10:00 hours) (Kabul local time)	
Bids to be received at:/Bids to be marked:	ELECT project, Procurement office in UNDP Compound B, Sher Poor Street,(Close to Spinneys Supermarket,& Ghazanafar Bank, Wazir Akbar Khan Branch,Kabul), Afghanistan	““ATTENTION: ELECT Project – Procurement Unit” “SEALED BID NO: UNDP/ELECT/AFG/648/2011-Supply and Delivery of Life Support Facilities for ELECT Project NOT TO BE OPENED BY REGISTRY”
<p>Bids are to be submitted by the deadline as stipulated above either as sealed bids or by e-mail provided that they are <u>signed and stamped</u> in all relevant places. E-mail bids must be sent <u>in PDF format</u> together with all technical details ONLY to: procurement.elect@undp.org and must not exceed 2MB. Where the technical details are in large electronic files, UNDP/ELECT recommends these are sent separately but to arrive before the deadline.</p> <p>Send your Bid in good time (<u>this also applies to e-mail</u>). It is the Bidder’s responsibility to ensure that bids are received by the deadline.</p> <p><u>Bids submitted by fax or to any other e-mail address will be rejected. Late bids will not be accepted.</u></p>		
Documents Establishing Bidder’s Eligibility & Qualifications	X Required.	
Preliminary Examination – completeness of bid.	Bidders must offer complete Bids for each LOT partial bids within LOT will be rejected. Each LOT will be evaluated separately.	
Bid Security	X NOT REQUIRED	
Delivery terms:	DDU IEC Main office, Kabul Jalalabad Road	
Mode of Delivery:	No mandatory requirement as long as all the items are delivered within 3 calendar weeks maximum	
Goods for use in (Country):	Afghanistan.	
Bid Validity Period:	120 days.	
Deviations:	Any deviation must be disclosed in writing in the Bidder’s Statement Regarding Deviations/Non-Compliance in Section 4.	
Language of the Bid:	English.	



Written communication must be directed to UNDP Afghanistan office:	UNDP Afghanistan ELECT project E-Mail: procurement.elect@undp.org
Requests for additional information:	Must be received at least five (3) 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:</p> <p>A) COMMERCIAL</p> <ol style="list-style-type: none"> 1. Bid submission form: Fully completed and duly authorized (see section 3). 2. Price schedule form: Fully completed and duly authorized (see section 5) 3. Technical Compliance Sheet: Fully completed and duly authorized (see section 4) including Bidder's Statement Regarding Deviations/Non-Compliance. 4. Delivery schedule: Bidder's proposed delivery schedule (See Section 4 Price Schedule). <p>B) TECHNICAL</p> <ol style="list-style-type: none"> 1. Descriptive literature: Giving full technical details of products offered. A part of this submission bidders are required to provide Photos: Provide photos or copy of a catalogue of all offered products – 2. Deviations: Any departure from the provisions of the specification shall be disclosed at the time of tendering in the Bidder's Statement Regarding Deviations/Non-Compliance in Section 4. <p>C) SUPPLIER QUALIFICATION</p> <ol style="list-style-type: none"> 1. Profile of the company: Giving a brief description of the company <u>including copy of company registration documents.</u> 2. Details of years in business: The company must document having a minimum of two years experience in the relevant line of business. 3. Reference list <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>



Bid Evaluation Criteria:	<p>In addition to the criteria listed in paragraph 2.4, Bids will also be evaluated on the following basis:</p> <ol style="list-style-type: none"> 1. Compliance with terms and conditions of the ITB, including those which concern bid submission. 2. Compliance with technical specifications. 3. Price 4. Delivery terms and timeline <p><u>UNDP Afghanistan seeks the lowest, technically compliant and fully responsive offer.</u></p>
Final quantities required:	Final quantities required, as a result of this Invitation to Bid, may vary up to $\pm 20\%$ from those indicated in Section 5, Price & delivery.
Company Information:	Bidders not registered in the United Nations Global Marketplace (database of suppliers) are encouraged to do so. For information on registration procedures, please www.ungm.org .



SECTION 3: BID SUBMISSION FORM

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

**To: United Nations Development Programme (UNDP)
Procurement Unit of the ELECT project**

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 n° UNDP/ELECT/AFG/648/2011-Supply and Delivery of Life Support Facilities for ELECT Project** in conformity with the said bidding documents for the sum of **[total bid amount in words and figures]** as may be ascertained in accordance with the Price Schedule Form attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with INCOTERMS 2000 and the delivery schedule specified in the Bidding Documents.

Provided that a purchase order is issued by UNDP Afghanistan within Bid Validity Period, 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



Section 4: Technical Specification and illustration of Products

LOT-1 Technical specifications:

The repurposed containers should meet the following standards as minimum:

Color:

Green color or equivalent,

Size:

- a. Accommodation Container: Standard 20ft re-purposed steel shipping container
- b. Dining Facility: Standard 40ft Container- re-purposed steel shipping container

Capacity:

Accommodation: to accommodate six occupants, without any partitions

Dining Facility: without any partitions

Windows:

Accommodation: PVC normal two per container (1x1 meter)

Dinning Facility: PVS normal 4 per container (1x1 meter)

Doors for accommodation container and dining facility:

One PVC external entry door with locking mechanism, complete with locking mechanism, Keyed door locks fitted to each; single external door

Flooring:

Carpet on floor of dining and accommodation container to be pre-installed and ceramic tiles to floor area in ensuite ablution facility.

Internal wall/ceiling:

Wood paneling on internal walls and internal ceiling,

Ablution Facility:

To include; shower, eastern toilet, hand basin and electric water heater.

Walls suitable water proofed and sealed. One opening window and extractor fan.

Air Conditioner:

- a. Accommodation and Dining facility: Pre installed, split unit (9000 BTU) per container,

Electrical:

International standard connectors for the wiring and cabling are to be used for all connections, no other method is acceptable. All IP ratings given refer to Ingress Protection (IP) Codes as AS1939.

Note: Simple twisting of wires as a means of connecting wires, cables with protective tape is not acceptable. Ceiling

Lighting:

Internal strip tube lighting to be installed in containers to provide a complete operational lighting system tested and commissioned. Provide only proprietary lights, fittings and accessories fitted to the original manufacturer's standards.

Fire Extinguisher: One fire extinguisher (ABC fire extinguisher 2 KG Dry Powder "Mono-Ammonium Phosphate") to pre-installed per container **See Photo in Section-4**

Water Tank:

Water tank installed on roof of Kitchen Facility, 1000 liter plastic water tank shared by another kitchen facility, plumbing to be pre-fitted to connect the water tank with all shower, sink and toilets



Grey water from shower, sink etc must be channeled to nearby septic tank, the septic tank will be constructed approximately 5 meter away from ablution facility.

Photos/illustration:

Stainless Steel Sinks for Kitchen Facility:

The illustration is for the suppliers to have an idea of what ELECT require to be fitted into kitchen facility, other similar products can be provided as long as the product meet and exceed UNDP ELECT requirement.



Gas Stove for Kitchen Facility :

The illustration is for the suppliers to have an idea of what ELECT require to be fitted into kitchen facility, other similar products can be provided as long as the product meet and exceed UNDP ELECT requirement.



Kitchen Cabinet Wooden for Kitchen Facility:

The illustration is for the suppliers to have an idea of what ELECT require to be fitted into kitchen facility, other similar products can be provided as long as the product meet and exceed UNDP ELECT requirement.



Fire Extinguisher:

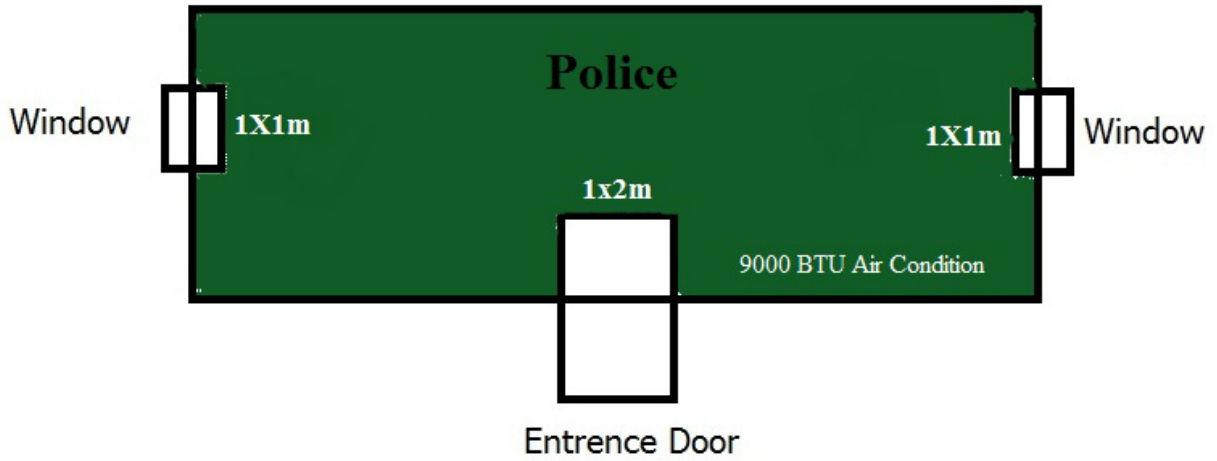




Conveted Containers:

The below drawings is applicable for provision of container for dinning facility and accomodation contianers

Drawing for Provision for Containers



Wooden benches LOT-3:



Steel bucket LOT-3:



**Section 5: Technical Compliance Sheet (TCS)**

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

S/N	Description	Technical Requirements	Compliant (Y/N)	Deviation
LOT-1 converted containers				
1.	Purchase, delivery and installation of accommodation containers "20"	As per Technical specification described in Section 4 of this ITB.		
2.	Purchase, delivery and installation of Ablution Facility "20' container to be converted into ablution facility"	As per Technical specification described in Section 4 of this ITB.		
3.	Kitchen Facility "20' Containers to be converted to kitchen facility"	<ol style="list-style-type: none"> 1- 20' shipping container to be converted into kitchen facility, 2- Color Green 3- Lighting: Electric works light system, switches & sockets. 4- Walls: suitable water proofed and sealed. 5- Floor: ceramic tiles to floor area 6- Window: two opening window (1 x 1 meter) and extractor fan 7- The kitchen facility to be fitted with stainless Steel Sinks, gas stove to be (fitted, kitchen wooden cabinet for placement of kitchen utensils see photo on Section-4 Specification/Drawings 8- One fire extinguisher (ABC fire extinguisher 2 KG Dry Powder "Mono-Ammonium Phosphate") to pre-installed per container see photo on Section-4 Specification/Drawings 9- Water Heater: One water boiler to be fitted on each kitchen facility, plumbing to be pre-installed to connect the hot and cold water to basin 10- One Water tank to be installed on roof of one kitchen facility to be shared with the another kitchen facility, capacity 1000 liter plastic water tank to be covered with materials to prevent water from freezing during winter. 11- Plumbing work to connect the water tanker with water boiler and basin for two kitchen facility, the pipes must be covered with required materials to prevent the water to freeze inside the pipes 12- Plumbing required to channel/remove the Gray water (waste water) to nearby septic tank (septic tank will be constructed apprx- 5 meter from the kitchen facility) 		
4.	Purchase, delivery and installation Storage Container "	<p>20' container to be converted into storage facility"</p> <ol style="list-style-type: none"> 1-Electric works light system, switches & sockets 2-One door with lock in the middle of the container. 3- The container should be water sealed, the container must be without cracks and holes 		



S/N	Description	Technical Requirements	Compliant (Y/N)	Deviation
LOT-1 converted containers				
5.	Purchase, delivery and installation Dining Facility "40 ft' accommodation containers to be used as dining facility"	As per Technical specification described in Section 4 of this ITB.		
6.	Purchase, delivery and installation Laundry Facility	<ol style="list-style-type: none"> 1- 20' container to be converted into laundry facility" 2- Color Green 3- "4 x washing points": each container has to be fitted with 4 washing machines heavy duty 4- Lighting: Electric works light system, switches & sockets. 13- One fire extinguisher (ABC fire extinguisher 2 KG Dry Powder "Mono-Ammonium Phosphate") to pre-installed per container see photo on Section-4 Specification/Drawings 5- Walls: suitable water proofed and sealed. 6- Floor: ceramic tiles to floor area 7- Window: two opening window (1 x 1 meter) and extractor fan 8- Tab/faucet: The laundry facility to be fitted with four water tab/faucet, near each washing points 9- Water heat: One water boiler (electric water heater 70 liter) to be fitted on each laundry facility, required plumbing to connect the hot /cold water to water tab/faucet 10- Water Tank: One Water tank to be installed on roof of one laundry facility to be shared with the another laundry facility, capacity 1000 liter plastic water tank to be covered with materials to prevent water from freezing during winter. 11- Plumbing work: to connect the water tanker with electric water heater and water faucet/tab for two laundry facilities, the pipes must be covered with proper materials to prevent the water to freeze inside the pipes 12- Plumbing required to channel the Gray water (waste water) from the laundry facility to nearby septic tank (Sewerage plumbing to be run underground to main septic tank septic tank will be constructed apprx- 5 meter from the laundry facility) 		



S/N	Description	Technical Requirements	Compliant (Y/N)	Deviation
LOT-2 Ancillary Items				
1.	Double Bunk beds	Metal frame, wire mesh base. 1.2m wide 2.2m long. (capable of being used as single beds)		
2.	Mattress	1.5m wide x 1.9m long, foam, cotton cover, 15cm thick		
3.	Blanket	single size, "Chinese" style fleecy blanket		
4.	Bed Sheets	Cotton 1.5m wide x 2.2m long,		
5.	Pillows	Foam inner, cotton outer, medium hardness		

S/N	Description	Technical Requirements	Compliant (Y/N)	Deviation
LOT-3 Various Items				
1.	Side Desks	Side Desks Wooden small size with three drawers "good Quality"		
2.	Visiting Chairs	Rigid steel frame, seat and back support,		
3.	Pots	Medium Size (aluminums locally made) (دیگ وطنی سایز درمیانہ)		
4.	Pans	Aluminum - Non-stick - 12 inch (تخم پزی سایز در میانہ)		
5.	Plates	(Plastic made plates size large for one person, good quality)		
6.	Cutlery set (6 men)	This 27 piece stainless steel set. Must have 6 teaspoons, 6 knives, 6 forks, 2 serving spoons and one rice spoon among other pieces. The cutlery set must be in wooden box.		
7.	Wooden benches	Locally made wooden bench – See section 4 for photo		
8.	Steel bucket	medium size– See section 4 for photo		
9.	Dining table with chairs "for 10 people"	Wooden dining table, Rectangular in shape must have 10 wooden chairs "Good Quality"		
10.	Iron	"Good quality" with warranty		
11.	Iron stand	"Good quality"		

Please confirm hereafter that all the products listed above will be delivered to IEC warehouse according to the following timeline:

.....3 calendar weeks maximum



(In case of no deviations to the details and specification in Section 5: Technical Compliance Sheet, the bidder should state below 'no deviations'.

Confirmation:

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

The photo/pictures/copy of catalogue presented by the bidders will serve as future contractual references.

Name of Bidder: _____

Authorised signature: _____

Name of Authorized signatory: _____

Functional Title: _____

Signature: _____

Date: _____

**Section 6: Price Schedule Form****VALIDITY OF PRICES:**

1. Prices shall remain valid for a period of 120 days from submission of the bids. UNDP shall have the right to order goods at any time during this validity period, if required.
2. All costs/unit prices must be exclusive of customs, taxes and duties.
3. The photo/pictures/copy of catalogue presented by the bidders will serve as future contractual references.

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.

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

Currency: AFN ONLY

Note: Each LOT will be evaluated separately.

Item n°	Product/services	Total Qty	Unit Price (AFN)	Total Price in AFN DDU IEC warehouse
LOT-1				
1	Accommodation facility	13	-	-
2	Ablution Facility	3	-	-
3	Kitchen Facility	2	-	-
4	Storage facility	2	-	-
5	Dining Facility	2	-	-
6	Laundry Facility	1	-	-
Grand total in AFN for LOT-1				AFN -



Item n°	Product/services	Total Qty	Unit Price (AFN)	Total Price in AFN DDU IEC warehouse
LOT-2				
1	Double Bunk beds	40	-	-
2	Mattress	70	-	-
3	Blanket	140	-	-
4	Bed Sheets	70	-	-
5	Pillows	70	-	-
Grand total in AFN for LOT-2				AFN -

Item n°	Product/services	Total Qty	Unit Price (AFN)	Total Price in AFN DDU IEC warehouse
LOT-3				
1.	Side Desks	25	-	-
2.	Visiting Chairs	40	-	-
3.	Pots	8	-	-
4.	Pans	10	-	-
5.	Plates	140	-	-
6.	Cutlery set (6 men)	30	-	-
7.	Wooden benches	15	-	-
8.	Steel bucket	20	-	-
9.	Dining table with chairs "for 10 people"	15	-	-
10.	Iron	4	-	-
11.	Iron stand	4	-	-
Grand total in AFN for LOT-3				AFN -



Please confirm hereafter:

Payment terms : 30 days after receipt of invoice

Validity : 120 days

Name of the company : _____

Address of company : _____

Name of authorised
Representative : _____

Phone number : _____

Email address : _____

Signature : _____

Date : _____



SECTION 7: GENERAL TERMS & 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.



SECTION 8: SPECIAL CONDITIONS

Payment (Supplemental to Clause 6 of General Terms & Conditions):	<p>UNDP Afghanistan will make payment within 30 days from receipt of the following documents:</p> <ul style="list-style-type: none"> • Commercial invoice • Proof dispatch documents • Packing List <p>Copy of these documents should absolutely be sent in due time to procurement.elect@undp.org</p>
Warranty/Guarantee	<p>X Applies <input type="checkbox"/> Does not apply</p> <p>If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.</p>
Liquidated damages	<p>Applies <input type="checkbox"/> Does not apply (chose this one just in case we inadvertently do not apply the damages)</p> <p>If the Supplier fails to supply the required goods as stipulated in the time period(s) by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.</p>
Compliance with any other condition (s) required?	<p>X Applies <input type="checkbox"/> Does not apply</p>