



Islamic Republic of Afghanistan
Independent Election Commission

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n to: All Interested Companies,

ITB Number:	Ref: ITB/IEC-UNDP/Elect-002/2011		
ITB Title:	Supply of Fuel to IEC HQ and Reg/Provincial Offices		
Issued By:	IEC HQ Procurement Unit		
Date Issued:	April 7th, 2011	Date Revised	N/A
Dead line and opening date.	Closing on April 13th , 2011 04:00 PM Opening on 14 th April 2011 10:00 AM		
Project Code:	IEC-P 002		

Dear Sir/Madam,

Subject: Short Term Agreement (STA) for Supply of 643,320 liters of Fuel (Diesel) to IEC Provincial Offices and HQ and 6,000 liters (Petrol) fuel for the Independent Election Commission (IEC Headquarters) under the Elect fund administered by UNDP/Elect.
Contract duration: (3months)

1- Please find below the enclosed documents to complete your bid;

- Annex a: Instruction to the Bidders
Annex b: Bid Date Sheet/company profile
Annex c: Terms & Conditions
Annex d: Bid / Proposal Submission Form
Annex e: Price Schedule

(Management plan), method of supply for this contract

Logistics and financial plan of contractor

List of pump stations for 34 provinces include HQ office

Assigned representatives for at least each region or at provincial offices level

2- Interested Bidders may obtain further information and clarification at the following email address (all replies/clarifications will be made available at the following email addresses)

Ahmadshah.rafiq@iec.org.af
Amanullah.azami@iec.org.af

For further information or questions, please visit IEC HQ (Admin/Finance Department), Paktia Kot (Kabul – Jalalabad Road) next to UNAMA office

- 3- Bid in sealed envelopes will be received at the following address no later than 13April 2011.
- 4- All bidders are required to present sealed bids, bid security amount *MUST* be in Afghani currency and other documents specified in Annex A through K

Procurement Unit
0093 700 648008 / 0093 700 280655
IEC HQ Kabul
Paktia kot Jalalabad road,
Kabul, Afghanistan

- 5- Bids will be opened in the presence of Bidders, Representative who does to attend at the above mentioned address on **14April -2011** 10:00 am.
- 6- This letter is not to be constructed in any way as an offer to contact with your firm
- 7- Head of company, deputy or his/her assignee must take part in the bid opening meeting if for some reasons they are not available in Afghanistan. Representative can take part with introduction and authorization formal letter in company letterhead by sign of Head of company and must be officially stamped.

Annex A.

INSTRUCTION TO THE BIDDERS

A. Introduction

1. **General:** the purchase invites sealed Bids for the supply of services to the UN system the fund is being administered by UNDP/Elect.
2. **Eligible Bidders:** Bidders should not be associated or have been associated in the past directly or indirectly with the firm or any of its affiliates which have been engaged by the purchase to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of services to be purchased under this Invitation to Bids.
3. **Cost of Bid:** the bidder shall bear all the 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 form terms and specification 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:** Prospective Bidders requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. The response will not be made in writing to any request for clarification of the solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of bids. Written copies of the response (including an explained of the query but without identifying the sources of inquiry) will be sent to all prospective bidders that received the solicitation documents.

C. Preparation of Bids.

6. **Language of the Bid:** the bids are to complete in English Language or Afghanistan formal spoken languages (Pashtu and Dari) due to the fact that the project is a joint project with UNDP/Elect even the ownership of the project is for the IEC the English Language to be used.
7. **Bid Currencies/Bid Price:** All prices shall be quoted in **AFGHANIS ONLY**. The Bidders shall indicate on the appropriate price Schedule the Unit prices.
8. **Validity of Bids;** Bid Shall remain valid for **3 months** under any circumstances.
9. **Bid security;** N/A

10. Performance Bond:

1. As guarantee for proper and efficient performance of the Contract/Purchase Order, the Contractor shall on signature of the Contract/Purchase Order furnish the Employer (IEC Afghanistan) with a Performance Bond issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) would be 15% of total value of contract. Performance bond shall be requested from selected company prior to award of contract.

2. The Performance Bond must be in the form of cash deposited in IEC bank account and must be maintained until the contractor delivers all services/goods in accordance to the contract terms and conditions. The Performance Bond shall be returned to the Contractor within two weeks after complete delivery & acceptance of services/goods by IEC Afghanistan.

D. Bid Documents:

- 11. Format and Signing of Bid:** The bidder shall prepare the bids in one original copy with below stated documents,
- a. Company / Trade License (Update)
 - b. Company profile explaining companies background in concern areas
 - c. Financial statement for the past three years of Companies performance
 - d. Company’s list of current assists
 - e. List of previous contracts national or international

12. Sealing and Marketing of Bids:

- 11.1 The bidder shall send the bid in original and copy in two separate envelopes properly sealed.
- 11.2 The envelope should properly be labeled containing the following information.

Delivery Address:

To: IEC Procurement Unit
Paktia Kot Arae
Kabul-Jalalabad Road
ITB Ref: ITB/IEC-UNDP/Elect-002/2011

Return Address: **Clearly state your company address here...**

13. Deadline for Submission of Bids/Late Bids:

- 12.1 Bids must be delivered to the Procurement office of the IEC HQ on the opening date only by contractor
- 12.2 The purchaser (IEC) may extend this date as and if required by presenting a written letter or official email
- 12.3 Any Bid received by the Purchaser after the deadline for Submission of the Bids will be rejected and will be returned back unopened to the bidder.
- 12.4 E-mails bids are not accepted.

E. Opening and Evaluation of Bids:

14.1 Opening of Bid:

- 14.1 The purchaser will open all the bids in the presence of Bidder's Representatives who chooses to attend, at the time on the date and at the place specified in section 1 of this Solicitation Documents. The Bidders Representatives who are present shall sign a registry evidencing their attendance.
- 14.2 The evaluation will be done at late stage and the result will be officially announced to the successful bidders in written.
- 14.3 There will be no negotiations once bids are opened in respect to prices or terms and conditions set at bidder documents.
- 14.4 The unsuccessful bids along with the winning bid will be retained by the IEC procurement unit.
- 14.5 Minutes of the Bid opening will be taken by the purchaser and the bid opening committee consisting minimum three people will sign the cost related pages of the bids opening record form.

15. Evaluation of Bid: 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 as set in the TOR
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents. (Copy of current AISA license or Ministry of Commerce official certificate)
1.4	Compliance with the capabilities required in the ITB and level of performance required
1.5	Compliance with financial ability and past three year performances with proof (official bank statements and bank letters)
1.6	Management plan: Company(s) are required to submit the following information, based on which their bids will be evaluated. <ol style="list-style-type: none">1. Logistical plan (management plan) for supply of fuel to all provinces2. List of pump stations: at minimum the companies must provide name of fuel distributor and physical address for 34 provinces including Kabul and Proof of establishment as a fuel supplier3. Provision of focal person with contact detail in each province4. List of equipment to supply and deliver fuel from pump stations to IEC provincial and HQ offices
1.7	Copy of contracts successfully completed for supply of fuel
1.8	Client reference list for performance of supplying fuel within the past three (3) years. (Client List including Government and international organizations)

F. Award of Contract

16. Award Criteria: The procuring entity will issue the long term agreement (STA) to the lowest priced technically qualified Bidder. The Purchaser reserves the right the right to accept or reject any Bid.

17. Purchaser's Right to Vary Requirements at Time of Award: the purchaser reserves the right to increase or decrease the quantity of the services by +/-20% specified in the TOR without any change in unit price or other terms and conditions.

18. Notification of Award: Prior to the expiration of the period of Bid validity the purchaser will invite the successful supplier to present and sign the STA. The STA would be two copies one will be given to the Supplier and the other copy will remain at IEC procurement unit.

19. Signing of the STA: within 4 days upon receipt of the STA the successful Bidder shall sign date and return it to the purchaser. AFTER CONTRACT SIGNING BY BOTH PARTIES; CONTRACTOR MUST BE READY FOR SUPPLY OF FUEL TO ALL 34 PROVINCES, HQ OFFICE IN ACCORDANCE WITH IEC PLAN AND SUPPLIER METHOD DISTRIBUTION ON TIME.

20. The STA will remain valid for the period stated in the STA unless the purchaser decides to terminate the contract which should provide a month notice in advance to the supplier. In accordance with Afghanistan procurement law; IEC required additional fuel from total contract amount of fuel contractor must eligible to provide 25% of fuel to IEC after receiving an official letter from IEC Management.

Annex B.

BID DATA SHEET

The following specific date for the goods to be procured shall complement, supplement or amend the provision in the instruction to the Bidders. Whenever there is a conflict the provision herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific date complementing, Supplementing or amending instructions to Bidders
Language of the Bid	English / Pashtu and Dari
Bid Currency	Afghani
Documents Establishing Bidder's Eligibility & Qualifications	X Required
Bid Validity Period	X 90 days
Bid Security	N/A
Liquidated Damages / Penalty	Vendor failed to supply fuel to provincial offices if on daily basis 0.05% -0.010 of total contract amount per day will be penalized
Preliminary Examination – Complements of Bid	N/A
Purchaser's Right to vary Requirements at time of Award	+/-20%
Compliance with any other clause required?	V No.

Annex C.

Terms and Conditions

1. PAYMENT

IEC, up on receipt of the fuel mentioned in this STA on a monthly basis will process the payment. The paper will go to UNDP/Elect for final process and from there it will be transferred to the supplier's account previously specified by the supplier.

As stated earlier, for this contract payment will be made on monthly basis for the total fuel used throughout IEC provincial offices.

The prices shown in this STA may not change except by prior notice by the parties involved to review.

2. FITNESS OF SERVICES

The Supplier warrants that the services conform the TOR as ordered under this STA and are fit for the purposes for which such services are ordinarily used and for purposes expressly made known to the Supplier by IEC.

3. INSPECTION

IEC shall have a reasonable time after delivery of the services to inspect them and to reject and refuse acceptance of services not conforming to this STA.

4. RIGHTS OF IEC

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this STA, including but not limited to failure to obtain necessary licenses, or to make delivery of all or part of the services by the prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the services from other sources, in which event IEC may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the services.
- c) Cancel this STA without any liability for termination charges or any other liability of any kind of IEC.

5. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the services by the delivery date(s) or on regular basis as stated in TOR of this STA as required by IEC, the Supplier shall (i) immediately consult the IEC to determine the most expeditious means for delivering the fuel and (ii) use and expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by IEC.

6. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of IEC, assign, transfer, pledge or make other disposition of this STA, or any part thereof, or any of the Supplier's rights or obligations under this STA.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change virtue of insolvency, IEC may, without prejudice to any other rights of remedies, immediately terminate this STA by giving the Supplier written notice of termination.

7. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing services to IEC without specific permission of IEC in each instance.

TERMS OF REFERENCE (TOR)

Short-term agreement (STA) for supply of Diesel and Petrol Fuel to IEC HQ and Provincial Offices

1. Objective:

IEC as part of governmental entity is herewith tasked to carry out the elections for the 2010. The project is decided to be jointly managed by UNDP administering the funds hereafter would be available for holding these elections, whilst IEC shall have the leading role to conduct the aforementioned elections in the country. This TOR is herewith developed to accordingly provide necessary sources of fuel that will be required for the implementation of the concerned program throughout the country.

2. Background of the IEC:

Independent Elections Commission (IEC), Afghanistan / UNDP / Elect project.

The Joint Electoral Management Body announced in July 2004 that presidential elections would be held on 9th October 2004, with parliamentary and provincial/district council elections held in spring 2005. Subsequently, the presidential elections were successfully held with over 8 million voters (of whom 42% were women) casting their ballots, resulting in the election of President Hamid Karzai. A substantive revision of the project was approved in order to undertake activities facilitating the Wolesi Jirga and Provincial Council Elections in 2005. It reflected the activities to be undertaken in the second phase of the project, as outlined in the addendum to the project document which formed an integral part of the 2004 Afghan Elections Project. Under this phase, the project aimed to provide comprehensive support to the preparation and organization of the National Assembly elections in 2005 (i.e. Wolesi Jirga and Provincial Council Elections). The Project facilitated the work of the newly established Independent Afghan Electoral Commission and the Joint Electoral Management Body in the following areas: (1) resource mobilization and management; (2) operational support, including additions and corrections to the register of voters; (3) polling; (4) risk management/security; (5) public outreach; and (6) facilitation of international electoral observation.

The Wolesi Jirga and Provincial Council Elections took place on 18 September 2005 with final certified results announced on 10th November 2005. Subsequently, Meshrano Jirga Elections by the elected Provincial Council Members were held on 12th November 2005 completing all activities related to electing the representatives of the Afghan National Assembly.

Article 156 of the Constitution lays down the establishment of the Independent Election Commission (IEC) to administer and supervise every kind of elections in the country as well as conduct referendum as contemplated under Article 65 of the Constitution.

3. Suppliers' Main Responsibilities:

The supplier should provide fuel as per the requirement of the IEC provincial offices in Correspondence to **fuel consumption manual** indicating the amount of fuel required for each IEC offices as per their needs.

Supplier will ensure management / supervision of provided fuel tanks, quality assurance over the period, liaising with IEC provincial logistic officers contractor will be paid on monthly basis for each month when the voucher for each particular province is submitted to IEC HQ.

The STA /contractor duration: is up to one year with annual performance assessment / review done by IEC/UNDP. However, **IEC has the full right to terminate the contract if and when required by presenting a one month**

notice in advance. The contractor will be acted as according Procurement policy and procedures of IEC Afghanistan for the any kind of delay supply or worst quality of fuel.

4. Reporting and pavements:

The contractor will provide IEC with monthly supply reports will cover the total amount of fuel supplied to each IEC with monthly basis.

All reports shall be written in the English language, and shall describe in detail the quantity for each particular type of fuel as in for diesel and petrol.

On a regular basis, IEC will visit the fuel stations on the provincial level or HQ level to review and check the quality of the fuel.

The supplier should in no time replace the fuel supplier on the field level if any problem in terms of fuel quality and suppliers behavior arises.

Annex D
BID / PROPOSAL SUBMISSION FORM

To IEC, Kabul Afghanistan

Dear Sir / Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged we, the undersigned, offer to supply and deliver {*description of services*}
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

We undertake, if our Bid is accepted, to deliver the services in accordance with the Schedule of Requirements.

We agree to abide by this Bid for a period of 10 days form the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated thisday of {*Year*}

Duly authorized to sign the Bid for and on behalf of / name of the organization/.

.....
Signature

.....
{*in the capacity of*}

Annex E. PRICE SCHEDULE/BUDGET TEMPLATE

1. The price Schedule must provide a detailed cost breakdown for each item.
2. Description for each proposed item must provide sufficient detail to allow the purchaser to determine compliance of Bid with specifications as per schedule of Requirements and Technical Specifications of this ITB.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs is exempt from taxes.
4. The format shown below should be used in preparing the price schedule.
5. Please indicate the amount the Bidder will be charging on a monthly basis to cover its management related expenses.

			Price for Diesel/Liter in AFS.	Price for Petrol/Liter in AFS.	Remarks
C	R2	KABUL (P)			
C	R2	KAPISA			
C	R2	PARWAN			
C	R2	WARDAK			
C	R2	LOGAR			
C	R2	PANJSHER			
CH	R0	BAMYAN (P)			
CH	R1	DAIKUNDI			
SE	R3	GARDEZ (P)			
SE	R3	GHAZNI			
SE	R3	PAKTIA			
SE	R3	KHOST			

