



Reference Number: LTA/2011/005

INVITATION TO BID (ITB)

**LTA/2011/005:
Diesel and Petrol Fuel**

United Nations Development Programme
Afghanistan

Table of Contents

| Contents | Page |
|---|-------------|
| Invitation for Bids (Letter) - | 03 |
| Annex I - Check List | 05 |
| Annex II - Instructions to Bidders | 06 |
| Annex III - Bid Data Sheet | 13 |
| Annex IV - Technical Specification | 16 |
| Annex V - Guaranteed Technical Requirements | 23 |
| Annex VI - Bid Submission Form | 30 |
| Annex VII - Price Schedule | 31 |
| Annex VIII - General Terms and Conditions | 33 |
| Annex IX - Special Terms and Conditions | 36 |
| Annex X - Model Long Term Agreement for the Provision of Goods and Services | 37 |

LTA/2011/005: Diesel and Petrol Fuel

11 August 2011

Dear Sir/ Madam:

Subject: ITB No. LTA/2011/005 – Long Term Arrangement for Supply and Delivery of Diesel and Petrol Fuel to UNDP Afghanistan

1. We hereby solicit your bid for Supply and Delivery of Diesel and Petrol Fuel to UNDP Country Office in Afghanistan to enter into LTAs. These LTAs will be valid for one year and may be extended for additional 2 years based on performance. All future Purchase Orders based on actual need will be based on these LTAs.
2. To enable you to submit a bid, please find enclosed:
 - Annex I - Check List
 - Annex II - Instructions to Bidders
 - Annex III - Bid Data Sheet
 - Annex IV - Technical Specification
 - Annex V - Specification and Technical Requirements
 - Annex VI - Bid Submission Form
 - Annex VII - Price Schedule
 - Annex VIII - General Terms and Conditions
 - Annex IX - Special Terms and Conditions
 - Annex X - Model Long Term Agreement for the Provision of Goods and Services
3. A Bid Conference will be held on **18 August 2011 (Thursday) at 11:00 hours (Kabul Time)** at Qurban Ali Conference Room in UNDP Country Office located at Shah Mahmood Ghazi Watt, Afghanistan. Interested firms are encouraged to attend.
4. Your offer comprising of all required documents shall preferably be emailed to itb.af@undp.org or sent by courier service to Procurement Unit, UNDP Country Office, Shah Mahmood Ghazi Watt, Kabul – Afghanistan before **16:00 hours (Kabul time) on 25 August 2011 (Thursday)**. The subject should be typed as **“LTA/2011/005 – Supply and Delivery of Diesel and Petrol Fuel along with name of your company”**.
5. The size of attachments which could be sent to the above email address is 10 MB. In case size of your attachments exceeds 10 MB, please send them into two or several emails considering the file size. Should you have any problems in sending the offer electronically, please send a message to procurement.af@undp.org.
6. All bids received before the deadline will be opened publicly at the address specified in paragraph 4 on **28 August 2011 (Sunday) at 10:00 hours, Kabul time**.

LTA/2011/005: Diesel and Petrol Fuel

7. Your offer shall include the following documents. Failure to provide the requested documents may disqualify your bid from being considered or evaluated.
- i. Check list
 - ii. Bid submission form
 - iii. Specification and Technical Requirements
 - iv. Price schedule
 - v. Financial Statement for the past three (3) years
 - vi. Reference letters from major international customers
 - vii. Firm/Company Profile covering copy of company registration, technical and financial capacity etc.
8. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely


Vakhtang Svanidze
Deputy Country Director (Operations)

Acknowledged receipt:

Signature:

Name and title:

Company:

| | |
|--------------------------|-----|
| <input type="checkbox"/> | YES |
| <input type="checkbox"/> | NO |

Intend to Bid: **Date:**.....

PLEASE READ CAREFULLY

CHECK LIST FOR COMPLETE BID SUBMISSION

| Basic Criteria | | Provided | |
|----------------|--|----------|----|
| | | Yes | No |
| A | Email consisting of bid is properly titled ¹ as requested in the bidding document | | |
| B | OR The Envelops consisting of Bids are properly marked, sealed and addressed ² | | |
| C | Language of Bid documents and other documents are in English | | |
| D | Annex VI – Signed Bid submission Form including Contact details of Bidder are properly filled and signed | | |
| E | Annex V – Specification and Technical Requirements are properly mentioned and signed | | |
| F | Annex VII - Detailed Price Schedule is clearly filled and signed | | |
| G | Financial Statements for the past three (3) years | | |
| H | Reference letters from major international firms | | |
| I | Firm/Company Profile covering copy of company registration, technical and financial capacity etc. | | |

¹**SUBJECT OF THE EMAIL SHALL BE**

“LTA/2011/005 – Supply and Delivery of Diesel and Petrol Fuel - along with the name of your company”

²**ON THE LEFT HAND CORNER OF ENVELOPS SHOULD BE TYPED/WRITTEN**

“LTA/2011/005 – Supply and Delivery of Diesel and Petrol Fuel - along with the name of your company”

INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The UNDP invites Bids for the supply and delivery of Diesel and Petrol Fuel to enter into Long Term Arrangements (LTA).
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 technical 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:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify the procuring entity in writing. All such clarifications must only be sent to the email address provided in the Bid Data Sheet on or before the date mentioned there. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week 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 received the Solicitation Documents.
6. **Amendments of Solicitation Documents:** No later than ten (10) days prior to the Deadline for Submission of Bids, the UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP may, at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

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

8. Documents Comprising the Bid:

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

The Bid must comprise the following documents:

- (a) Bid Submission form.
- (b) Price Schedule.
- (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 Bidder will arrange Export License if needed for dual use items.
- (e) 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 this ITB, and as may be required in the Bid Data Sheet.
- (f) Other documents as maybe specified in the Bid Data Sheet.

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

9. Documents Establishing Bidder's Eligibility and Qualifications:

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

- (a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized 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. Export License:

All bidders/vendors must be aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal: A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users. Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

11. 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 may 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 the Bid Data Sheet, following commencement of the use of the goods.
12. **Bid Currency/Bid Prices:** All prices except from local bidders shall be quoted in US dollars or any other convertible currency. The local bidders shall quote in local currency (Afghanis). 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.

UNDP is a tax-exempt entity. All Bids must be submitted net of any direct taxes or customs duties. *Prices submitted in other currency(s) will be converted according to the United Nations Operational Rate of Exchange for the month when price evaluation will take place.*

13. **Period of Validity of Bids:** Bids shall remain valid for a period after the date of Bid Submission as indicated in the Bid Data sheet. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 21 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.

C. Submission of Bids

14. **Method of Submission:** It is preferable that bids are sent by email as specified in the Bid Data sheet. If not possible please send by courier service as per clause 15 and 16 below.
15. **Format and Signing of Bid:** The Bidder shall prepare as instructed in the Bid Data Sheet 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 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.

16. Sealing and Marking of Bids:

- 16.1 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.
- 16.2 The inner and outer envelopes shall:
- (a) Be addressed to the UNDP at the address given in the 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 the Bid Data Sheet.
- 16.3 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”.
- 16.4 If the outer envelope is not sealed and marked as required by clause 16.2 of Instructions to Bidders, the UNDP will assume no responsibility for the Bid’s misplacement or premature opening.

17. Deadline for Submission of Bids/Late Bids:

- 17.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.
- 17.2 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.
- 17.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

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

19. **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.

E. Opening and Evaluation of Bids

20. Opening of Bids:

- 20.1 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 the Bid Data Sheet, of this Solicitation Document. The bidders’ Representatives who are present shall sign a register evidencing their attendance.

LTA/2011/005: Diesel and Petrol Fuel

- 20.2 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.
- 20.3 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.
- (a) **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.

21. Preliminary Examination:

- 21.1 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.
- 21.2 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 the Bid Data Sheet.
- 21.3 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.
- 21.4 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 the Bid Data Sheet to establish responsiveness.

22. **Evaluation of Bids:** UNDP will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 21 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:

LTA/2011/005: Diesel and Petrol Fuel

| 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 honor important responsibilities and liabilities allocated to supplier in this ITB (e.g. performance guarantee, warranties, or insurance coverage, etc). |
| 1.5 | Compliance with environmental, health and safety standards |

F. Award of Contract:

23. **Award Criteria:** The UNDP will enter into Long Term Arrangement with one or more technically qualified bidders. Contract for each item shall be awarded to the bidder who meet the technical requirement and has quoted the lowest overhead costs. 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.
24. **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 the Bid Data Sheet.
25. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will enter into a Long Term Arrangement (LTA) with successful bidder(s). These LTAs will be valid for one year and may be extended for another 2 years based on the actual performance of the LTA holders. All future Purchase Orders based on actual need will be based on these LTAs.

G. Other Requirements:

26. **Delivery:** In addition to delivery data requirements specified in the Bid Data Sheet the following is applicable:
- For site 24 hours maximum as per request
 - Pump Station – immediately upon request
27. **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).
28. **Country of Origin:** Must be stated and certificate of origin must be provided with the goods.
29. **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.
30. **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 the Special Terms and Conditions of this ITB, UNDP will normally effect payment within 30 days after receipt of commercial invoice, proof of dispatch and other supporting documents.
- 39. Letter of Credit:** UNDP does not accept Letter of Credit terms.
- 40. Advance Payment:** It is not the policy of UNDP to approve advance payments.
- 41. Discounts:** Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of commercial invoice, proof of dispatch and other supporting documents at UNDP. Payment discounts will not be considered in the financial Bid evaluation.
- 42. Currency of Payment:** Payment will be made in the currency in which the Purchase Order is issued.

BID DATA SHEET

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

| | |
|-------------------------------------|--|
| Requests for additional information | Any request for clarification or additional information should be emailed to procurement.af@undp.org before 16 Hours Kabul time on 22 August 2011 (Monday) |
| Language of the Bid: | English, including supporting documents. |
| Documents Comprising the Bid: | <p>The following must be included in the Bid submission: You are required to use the dedicated schedules contained in this ITB for i, ii, iii and v.</p> <ol style="list-style-type: none"> i. Check list (Annex I) ii. Bid submission form (Annex VI) iii. Specifications and Technical Requirements (Annex V) iv. Price schedule (Annex VII) v. Financial Statement for the past three (3) years vi. Reference letters from major national /international customers vii. Firm/Company Profile covering copy of company registration, technical and financial capacity etc. <p>All documents should bear signature of authorized person(s) and company seal</p> <p>N.B. Incomplete Bids may be deemed non-responsive and rejected at the discretion of UNDP.</p> |
| Bid Validity | 120 days. |
| Bid security: | Not required. |
| Sealing and marking of Bids | Your Bid comprising of all required documents should either be sent via email or by courier service as specified in the invitation letter and Instructions to Bidders. |
| Deadline for Submission of Bids: | Your Bid comprising of all required documents should be received by UNDP before 16:00 hours, Kabul time on 25 August 2011. |
| Samples | Not required |

LTA/2011/005: Diesel and Petrol Fuel

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|-------------------------------------|---|
| Bid Opening | 28 August 2011 at 10:00 hours, Kabul Time, at UNDP Country Office. |
| Preliminary Examination | <p>Bidders must satisfy ALL Criteria below to be admitted to Evaluation.</p> <ul style="list-style-type: none"> • Language of Bid documents and other documents are in English • Bid submission Form including Contact details of Bidder are properly filled and signed • Specifications and Technical Requirements are properly mentioned and signed • Detailed Price Schedule is clearly filled and signed |
| Evaluation of Bids: | <p>Bids will be evaluated based on following criteria:</p> <ul style="list-style-type: none"> • Compliance with pricing conditions set in the ITB • Compliance with requirements relating to technical features or the products ability to satisfy functional requirements • Compliance with Special and General Conditions specified by these Solicitation Documents • Compliance with start – up, delivery or installation deadlines set by the procuring entity • Compliance with environmental, health and safety standards <p>Each bidder must complete the attached Technical Data Schedule conformity sheets for Technical Evaluation. (See Technical Data Schedule sheets)</p> <p>Financial Evaluation Criteria</p> <p>Each Lot will be evaluated separately and will be awarded to the bidder offering responsive, lowest overhead cost.</p> |
| Determination of monthly fuel price | <p>Prices for the supply of fuel (diesel & petrol) shall be obtained from pre-agreed pump stations in each region at the first date of each calendar month by the LTA holder(s) and verified by UNDP.</p> <p>Formula:</p> <p>Average price of three (3) pre-agreed pump stations in each region + Overhead cost = Monthly fuel price</p> |
| Final quantities required: | UNDP does not warrant that any quantity of goods or services will be purchased. |
| Delivery terms: | <p>DAP</p> <ul style="list-style-type: none"> • For site 24 hours maximum as per request • Pump Station – immediately upon request |
| Bid price | <p>The prices shall be quoted on DAP (Delivered at Place) as per the INCOTERMS 2010. This is equivalent to DDU as per the INCOTERMS 2000.</p> <p>Delivery places are as per lots in below (Annex V).</p> |

LTA/2011/005: Diesel and Petrol Fuel

| | |
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| Services for use in: | Afghanistan |
| Alternative Bids: | Alternative bids may be considered at the discretion of the bid evaluation team |
| Deviations from Specifications | Minor deviations from relevant specifications may be considered. Any deviations must be submitted in writing using the non-compliance schedules provided in the specification documents. |
| Completeness of Bids: | Bids must be complete per lot – partial bids within lots are not allowed. Bidders may wish to quote for one or more lot(s). |
| All communication must be directed to UNDP/Afghanistan email address: | procurement.af@undp.org |
| Subsequent Orders/Deliveries | In the interest of the organisation, UNDP reserves the right to approach one or more of the suppliers having been awarded a purchase order/contract as a result of this ITB and negotiate directly a Long Term Agreement for the supply and delivery of fuel to cater to the future requirements of UNDP to be extended during the following 12 months. |
| Company Information: | Bidders not registered in the United Nations Global Marketplace are encouraged to do so. For information on registration procedures, please see http:// www.ungm.org |

SPECIFICATIONS AND TECHNICAL REQUIREMENTS

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

1. Technical Compliance Sheet (Diesel Fuel)

| Property | Grade/Parameter | Compliance Yes/No | Deviation |
|---|------------------------|------------------------------|------------------|
| Flash Point, °C min. | 52 | | |
| Water and sediment, % vol, max | 0.05 | | |
| Distillation temp., °C, 90% | | | |
| Minimum | 282 | | |
| Maximum | 383 | | |
| Kinematics Viscosity | 1.9 - 4.1 | | |
| Rams bottom carbon on residue max. 0.35 | | | |
| 10%, %mass. | 0.35 | | |
| Ash, % mass, max | 0.05 | | |
| Sulfur, % max. | 0.05 | | |
| Copper Strip Corrosion, max. | 3b | | |
| Max 3 hours at 50°C | No. 3 | | |
| Cetane Number, min. | 40 | | |
| Cetane Index, min. | 40 | | |
| Aromaticity, % vol, max | 35 | | |
| Cloud point, (°C, max.)** | | | |
| **Should be 6°C higher than the tenth percentile minimum ambient temperature for the region | | | |

LTA/2011/005: Diesel and Petrol Fuel

2. Technical Compliance Sheet (Petrol Fuel)

| Property | Grade/Parameter | Compliant Yes/No | Deviation |
|--|---|---------------------|-----------|
| Research octane number | 95.0 minimum | | |
| Motor octane number | 85.0 minimum | | |
| Color | Not to be mistaken for a harmless substance | | |
| Percentage volume evaporated at 70°C (E 70) | 25 minimum 45 maximum | | |
| Percentage volume evaporated at 100°C (E 100) | 45 minimum 67 maximum | | |
| Percentage volume evaporated at 180°C (E 180) | 90 minimum | | |
| End point (degrees Celsius) | 220 maximum | | |
| Residue (percentage volume) | 2 maximum | | |
| Flexible volatility index [RVP (kPa) + (0.7 x E 70)]6 | 77.5 minimum 115.0 maximum | | |
| Copper strip corrosion (2 hours at 100°C) | Class 1 maximum | | |
| Sulphur (percentage mass) | 0.05 maximum | | |
| Existent gum (solvent washed) (mg/100ml) | 5 maximum | | |
| Oxidation stability induction period (minutes) | 240 minimum | | |
| Lead (grams per liter) | 0.013 maximum | | |
| Benzene (percentage mass) | 5 maximum | | |
| Total aromatic compounds (including benzene) (percentage volume) | 48 maximum | | |
| Oxygenates (percentage mass)7 | 0.1 maximum | | |

Pump Station Locations

Please provide details of pump stations available that can provide direct service to UNDP. Please provide evidence to verify ownership, partnership or any other arrangement that will enable your firm to provide services at the pump stations.

| City | Pump Station Name, Address | Number of Pump Stations | Diesel Available (Y/N) | Petrol Available (Y/N) |
|---|----------------------------|-------------------------|---------------------------|---------------------------|
| Central Region – Kabul and Surrounding Provinces | | | | |
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| Central Region – Bamyan and surrounding provinces | | | | |
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| Northern Region – Mazar and surrounding Provinces | | | | |
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| Northern Region –Kunduz and surrounding Provinces | | | | |
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| Eastern Region – Jalalabad and surrounding Provinces | | | | |
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| Southern Region – Kandahar and surrounding Provinces | | | | |
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| Western Region – Herat and surrounding Provinces | | | | |
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BID SUBMISSION FORM

To: UNDP Country Office, 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 Diesel and Petrol Fuel in conformity with the said bidding documents in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the specification mentioned in the Guaranteed Technical Requirements.

We agree to abide by this Bid for a period of **120 days** from 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 2011.

Signature:

Name:

Title:

Name of Company:

Address of Company:

Name of Contact Person:

Phone Number:

Fax Number:

E-mail Address:

Web Address:

PRICE SCHEDULE

Bidders are required to provide the Company Overhead Cost as listed below. Partial bids within LOTs are not allowed. Bidders may provide overhead cost for one or more LOTs.

| Item Description | Unit | Company Overhead Cost* | Estimated Quantity Required Liters per year |
|--|-------|------------------------|--|
| 1. Lot 1 - Central Region – Kabul and Surrounding Provinces | | | |
| 1.1 Diesel Fuel in accordance with the specifications in Annex V | Liter | | 4,000,000 |
| 1.2 Petrol Fuel accordance with the specifications in Annex V | Liter | | 200,000 |

| | | | |
|---|-------|--|---------|
| 2. Lot 2 – Central Region – Bamyan and surrounding Provinces | | | |
| 2.1 Diesel Fuel in accordance with the specifications in Annex V | Liter | | 150,000 |
| 2.2 Petrol Fuel accordance with the specifications in Annex V | Liter | | 50,000 |

| | | | |
|---|-------|--|---------|
| 3. Lot 3 – Northern Region – Mazar and surrounding Provinces | | | |
| 2.3 Diesel Fuel in accordance with the specifications in Annex V | Liter | | 500,000 |
| 2.4 Petrol Fuel accordance with the specifications in Annex V | Liter | | 50,000 |

| | | | |
|---|-------|--|---------|
| 2. Lot 4 – Northern Region –Kunduz and surrounding Provinces | | | |
| 2.5 Diesel Fuel in accordance with the specifications in Annex V | Liter | | 500,000 |
| 2.6 Petrol Fuel accordance with the specifications in Annex V | Liter | | 50,000 |

| | | | |
|--|-------|--|---------|
| 3. Lot 5 – Eastern Region – Jalalabad and surrounding Provinces | | | |
| 3.1 Diesel Fuel in accordance with the specifications in Annex V | Liter | | 800,000 |
| 3.2 Petrol Fuel accordance with the specifications in Annex V | Liter | | 100,000 |

LTA/2011/005: Diesel and Petrol Fuel

| 4. Lot 6 – Southern Region – Kandahar and surrounding Provinces | | | |
|--|-------|--|---------|
| 4.1 Diesel Fuel in accordance with the specifications in Annex V | Liter | | 500,000 |
| 4.2 Petrol Fuel accordance with the specifications in Annex V | Liter | | 100,000 |

| 5. Lot 7 – Western Region – Herat and surrounding Provinces | | | |
|--|-------|--|---------|
| 5.1 Diesel Fuel in accordance with the specifications in Annex V | Liter | | 500,000 |
| 5.2 Petrol Fuel accordance with the specifications in Annex V | Liter | | 20,000 |

GENERAL TERMS AND CONDITIONS

1. 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 unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.1.2 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.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 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 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 recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DAP Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

1. UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP 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 and the United Nations harmless from any actions or claims brought against UNDP 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.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP 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:

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

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

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

14. 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 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.

15. 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 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.

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 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.

16.2 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.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs

Special Terms and Conditions

The following Special Terms and Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

| | |
|---------------------------------------|---|
| Warranty/Guarantee | N/A |
| Liquidated damages | If the Supplier fails to supply the specified goods within the time period(s) stipulated 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 day of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order |
| Monthly Fuel Price Evaluation Formula | Prices for the supply of fuel (diesel & petrol) shall be obtained from pre-agreed pump stations in each region at the first date of each calendar month by the LTA holder(s) and verified by UNDP. Formula: Average price of three (3) pre-agreed pump stations in each region + Overhead cost = Monthly fuel price |

List of Pre-agreed Pump Stations

| No. | Pump Station Name | Province |
|------------|------------------------------------|-----------------|
| 1 | Baraki Pump Station | Kabul |
| 2 | Khadam Pump Station | Kabul |
| 3 | Pul-e-Pacha Pump Stsation | Kabul |
| 1 | Mir Sayed Ali Yakhsoz Pump Station | Bamyan |
| 2 | Zuhak Pump Station | Bamyan |
| 3 | Band-e-Amir Pump Station | Bamyan |
| 1 | Bakhtar Pump Station | Mazar-e-Sharif |
| 2 | Ghzanfar Pump Station | Mazar-e-Sharif |
| 3 | SUNPETROL | Mazar-e-Sharif |
| 1 | Sharif Latif Qadiri | Kunduz |
| 2 | Ariana fuel station | Kunduz |
| 3 | Payman fuel station | Kunduz |
| 1 | Jalalabad Petroleum | Jalalabad |
| 2 | Shisham Bagh Pump Station | Jalalabad |
| 3 | Haji Baba Pump Station | Jalalabad |
| 1 | Azizi Petrol Pump | Kandahar |
| 2 | Saadat Pump Station | Kandahar |
| 3 | Kandahar Ariana Petrol Pump | Kandahar |
| 1 | Heray Pump Station | Herat |
| 2 | 56 Center Oil Station | Herat |
| 3 | Mellat Pum Station | Herat |

ANNEX X

MODEL LONG TERM AGREEMENT

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 III, as and when negotiated by UNDP and reflected in this contract in accordance with Annex VI: 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 initially for one year and that may be extended for another two years based on performance.

Article 2: CHANGES IN CONDITION

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

Article 3: CONTRACTOR'S REPORTING

3. 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

4. The standard UNDP General Terms and Conditions for services, attached as Annex IV, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.
5. Payment shall be made upon submission of invoices within 30 days.

LTA/2011/005: Diesel and Petrol Fuel

Article 5: ACCEPTANCE

6. 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.
7. 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.

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: _____