

United Nations Development Programme

UNDP- AFGHANISTAN
Procurement Unit



INVITATION TO BID (ITB)

Number: **UNDPAFG/MoC/2011/0214**

All Correspondence, Each Case and Parcel must show the ITB Number

INVITATION TO BID (ITB)

FOR
SUPPLY AND DELIVERY OF MAIL VAN TO MINISTRY OF
COMUNICATION ISLAMIC REPUBLIC OF AFGHANISTAN.

Issue Date: 07-DEC- 2011.



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Number: **UNDPAFG/MoC/2011/0214**

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Date: 07-DEC- 2011

INVITATION TO BID

Subject: ITB No: UNDPAFG/MoC/2011/0214 for Supply and Delivery of Mail Van to Ministry of Communication in Kabul, Afghanistan.

Deadline for Submission of Bids: 26- December- 2011, 14:00 pm Local (Kabul) Time).

Dear Sir/Madam,

United Nations Development Programme (UNDP) Afghanistan invites you to submit a bid for the items described in Section 5 of this Invitation to Bid.

- a) Hard copy of Bids in sealed envelopes with ITB reference Number must be delivered to the address below:

**UNDP Country Office - Procurement Unit
Shah Mahmood Ghazi watt, in front of Turkish Embassy
Kabul, Afghanistan**

- b). E-mailed bids must be sent in **PDF** format together with all technical details to **itb.af@undp.org** and must not exceed **2MB**.

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:

SECTION1: INSTRUCTIONS TO BIDDERS..
SECTION2: BID DATASHEET
SECTION 3: BID SUBMISSIONFORM
SECTION 4: TECHNICAL COMPLIANCE SHEET
SECTION 5: PRICE SCHEDULE FORM.
SECTION6: SUPPLY REQIRMENTS
SECTION 7: GENERAL TERMS & CONDITION
SECTION 8: SPECIAL CONDITIONS

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Your submission will be considered upon the provision with this - ITB (as per below check list), failure in the providing the requested documents may ground for disqualification of the Bidder.

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNDP Afghanistan. Bidders are encouraged to acknowledge receipt of this ITB by E-mail to the UNDP Afghanistan contact specified in the Section-1, instruction to Bidders(1-2).

Regards

**Procurement Unit
UNDP Afghanistan**

**Shah Mahmood Ghazi watt, in front of Turkish Embassy
Kabul, Afghanistan**

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Please Read Carefully the check list for complete bid submission tabulated below:

Check List for complete bid submission	Provided	
	Yes	No
Administrative Requirements		
Company Profile(Qualification information, CV of key personals, technical staff, past experience)		
Details of years of business related to this tender documents or similar activities(3 Years)		
Valid Trade License of the company under the law of country of residence.		
Reference list (Client list) and contact details.		
Financial details(certified bank statements)		
Technical & commercial Requirements		
Bid is properly sealed (Sealed Envelops) and marked as per instruction to bidder. OR Email consisting of bid is properly titled as requested in the bidding document		
Language of Bid is as requested (English)		
Bid Submission form fully completed and signed by authorized representative of the company with stamp.		
Technical compliance sheet		
Prices Schedule: fully completed and signed by authorized representative of the company		
Supply Requirements		
General Terms and Conditions		
Special conditions: fully completed, signed and stamped by authorized representative of the company		
Contact details of Bidder(E-Mail, telephone Number) & all other requested documents by this ITB.		

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SECTION 1: INSTRUCTIONS TO BIDDERS

INVITATION TO BID

1.1 Acknowledgement: The recipients of this ITB are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP Afghanistan in writing via letter, or electronic mail and to confirm participation or non-participation.

1.2 Additional Information: From the date of receipt of this ITB until instructed otherwise, all written or oral communications by the Bidder with UNDP Afghanistan or any party connected with this procurement activity must be directed exclusively to UNDP Procurement unit through email at procurement.af@undp.org identified as the contact point. Any information regarding the interpretation of this ITB must be requested in writing and received by UNDP Afghanistan at least 5 days prior to the Deadline for Submission of Bids. This includes, but is not limited to, requests for information pertaining to general, local and site conditions at any location where the goods are to be delivered which may affect their price. Any such information may be furnished to all prospective Bidders, as an amendment or otherwise, at the discretion of UNDP Afghanistan. When a recipient of this ITB is not in a position to submit a Bid, it may pass on the ITB to another potential Bidder only after written approval by UNDP Afghanistan. Oral explanations or instructions provided by UNDP Afghanistan shall not be binding on UNDP Afghanistan except to the extent confirmed in writing by the UNDP Afghanistan officer who issued this ITB.



2. PREPARATION OF BID - TECHNICAL AND PROCEDURAL ASPECTS

2.1 INCOTERMS: The International Chamber of Commerce INCOTERMS 2010 shall apply for this ITB and any resulting Purchase Order.

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

2.3 Delivery: Delivery data requirements specified in Section 2 (Bid Data Sheet). Actual delivery of the goods and performance of any related services shall be made by the Supplier if required, in accordance with the terms of any resulting Purchase Order as may be issued by UNDP Afghanistan.

2.4 Training: Not applicable

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2.5 Deviations from Specifications: Deviations from the specifications may be considered only if deemed to be in the best interests of UNDP Afghanistan.

2.6 Country of Origin: Must be stated and certificate of origin must be provided with the goods.

2.7 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 Afghanistan accordingly.

2.8 Material, Labour and Facilities: No material, labour or facilities will be furnished by UNDP Afghanistan or its clients unless specified in the ITB.

3. PREPARATION OF BID- FINANCIAL ASPECTS

3.1 Bid Validity: A Bid must remain open for acceptance for at least **90 days** from the Bid Opening Date, unless otherwise stated in the Bid Data Sheet.

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



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

3.4 Remuneration for Preparation of Bid: No remuneration will be made to Bidders for the preparation and submission of Bids.

4. SUBMISSION OF BIDS

General: The Bidder shall furnish all information required by this ITB. The Bidder or the Bidder's authorized agent shall sign the Bid as indicated on the Bid Submission Form of this ITB. The Bid must comprise the following documents:

(a) **Bid Submission Form**, fully completed and signed by authorized representative of the company with stamp

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(b) **Price Schedule:** fully completed and signed by authorized representative of the company with stamp and completed in accordance with the Supply Requirements of this ITB.

(c) **Technical Compliance Sheet** fully completed, one Schedule per offered item including Non-compliance describing deviations from the specifications or the international standards listed therein: fully completed one schedule per offered item, with individual references to relevant sections of technical specifications. Only deviations approved in writing before award of contract shall be accepted. For every individual item offered, there shall be specific mention of every Standard that applies; in the case of no deviations the Bidder should state “NO DEVIATIONS“ and sign the schedule.

Each continuation sheet or attachment shall bear the Bidder's name and any erasures or other changes must be initialed by the person signing the Bid. A detailed description of the essential technical and performance characteristics of the offered goods must be provided.

4.1 Address: a)The Bid shall be addressed to UNDP Afghanistan and marked as specified in Section 2 (Bid Data Sheet) of this ITB. **The Bid shall be submitted in a sealed envelope bearing the name and address of the Bidder. The envelope shall contain one original and two copies of the Bid and one original and one copy of any descriptive literature and supporting documentation all in one envelope.**



b). E-mailed bids must be sent in **PDF** format together with all technical details to **itb.af@undp.org** and must not exceed **2MB**.

4.2 No Bid: If no Bid will be submitted do not return the documents unless so requested. Written advice should be sent to UNDP Afghanistan as to whether future invitations for the type of goods covered by this request are desired.

4.3 Modification to and Withdrawal of Bid: Prior to the Deadline for Submission of Bids, Bids may be modified. Modifications to Bids are to be submitted in the same manner as described above in 4.1. At any time prior to the Bid Opening Date, Bids may be withdrawn by written notice or in person by the Bidder the Bidder’s duly authorized representative.

4.4 Late Submission of Bid: Bids and modifications to Bids received after the Deadline for Submission of Bids will not be considered.

4.5 Confidentiality of Bid: If the Bidder wishes to restrict disclosure and/or use of the data included in a Bid for any purpose other than evaluation, a statement to that effect must be included in the Bid. However, no such restrictions shall apply if the Bidder is issued a Purchase Order.

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4.6 **Samples:** Not applicable

5. ISSUANCE OF UNDP AFGHANISTAN PURCHASE ORDER



5.1 A Purchase Order may be issued to the qualified and responsive Bidder submitting the lowest Bid, due consideration given to the general principles of UNDP procurement activities, provided that when the interests of UNDP Afghanistan so require, **any or all Bids may be rejected.**

5.2 UNDP AFGHANISTAN reserves the further right to accept all or part of any Bid and waive any non-material defect in any Bid received.

5.3 Any Purchase Order issued as a result of this ITB will be issued in the Bid Currency offered.

5.4 Any Purchase Order issued as a result of this ITB shall be governed by UNDP General Terms and Conditions effective on the date the Purchase Order is issued. For your preliminary guidance, the current General Terms and Conditions are set out in Section 7 of this ITB. Such a resultant Purchase Order will be accepted by the Supplier's signing and returning an acknowledgement copy of it OR by the Supplier's timely delivery of the specified goods, accordingly resulting in the formation of a contract between UNDP Afghanistan and the Supplier.

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

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The evaluation will take into account the following criteria:

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB
1.2	Compliance with requirements relating to technical features or the products ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents
1.4	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.5	Demonstrated ability to honor important responsibilities and liabilities allocated to supplier in this ITB (e.g. performance guarantee, warranties, or insurance coverage, etc)

PAYMENT

6.1 Time of Payment: UNDP AFGHANISTAN will normally effect payment within 30 days after receipt of commercial invoice, proof of dispatch and other supporting documents. Special payment conditions may be specified in Section 8 (Special Conditions) of this ITB.



6.2 Letter of Credit: UNDP does not accept Letter of Credit terms.

6.3 Advance Payment: It is not the policy of UNDP to approve advance payments.

6.4 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 Afghanistan. Payment discounts will not be considered in the financial Bid evaluation.

6.5 Currency of Payment: Payment will be made in the currency in which the Purchase Order is issued.

Note :After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received."

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SECTION 2: BID DATA SHEET

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

<p>Deadline for Submission of Bids</p>	<p>26- December- 2011, 14:00 pm Local (Kabul) Time</p>	
<p>Public Bid Opening:</p>	<p>Bids will be opened in the presence of Bidders' Representatives who choose to attend on 27- December- 2011 at 14:00 pm Local (Kabul) Time. , at UNDP Country office, Kabul Afghanistan.</p>	
<p>Bids to be received at:/Bids to be marked:</p>	<p>United Nation Development Program UNDP), Procurement Unit. Shah Mahmood Ghazi Watt Kabul, Afghanistan.</p> <p>UNDPAFG/MoC/2011/0214 for Supply and Delivery of Mail Van to Ministry of Communication in Kabul, Afghanistan.</p>	<p>“ATTENTION: UNDP Procurement Unit” “SEALED BID NO: UNDPAFG/MoC/2011/0214 for Supply and Delivery of Mail Van to Ministry of Communication in Kabul, Afghanistan.</p> <p>Deadline 26- December- 2011, 14:00 pm at Local (Kabul) Time a. NOT TO BE OPENED BY REGISTRY”</p>

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Bidders must submit their bids by the deadline as stipulated above as sealed bids provided that they are signed and stamped in all relevant places.

OR E-mailed bids must be sent in **PDF** format together with all technical details to **itb.af@undp.org** and must not exceed **2MB**.

Please send your Bid in good time. It is the Bidder's responsibility to ensure that bids sent by courier or by e-mail specified above and are received by the deadline.

Late bids will not be accepted.

Delivery terms:	Suppliers must quote deliver to CPT, as per below details: CPT Kabul Air Port - Afghanistan (Incoterms 2010) unloaded at named local destination.
Mode of Delivery:	by Air and supplier must deliver the goods within the timeline specified in Price Schedule.
Goods for use in (Country):	Afghanistan
Bid Validity Period:	90 days.
Deviations:	Any deviation must be disclosed in writing in the Bidder's Statement Regarding Deviations/Non-Compliance in Section 4.
Partial bids:	Partial bid will not be considered.
Language of the Bid:	English.
Oral and written communication must be directed to UNDP Afghanistan office:	UNDP Afghanistan Procurement Unit e-mail: procurment.af@undp.org
Requests for additional information:	Must be received at least five (5) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.
Bid submission:	THE FOLLOWING MUST BE INCLUDED IN THE BID SUBMISSION (1 ORIGINAL AND ONE AS COPY):



A) COMMERCIAL

Bid submission form: Fully completed and signed by authorized representative of the company (see section 3).

Price schedule form: Fully completed and signed by authorized representative of the company (see section 5)

Technical Compliance Sheet: Fully completed and duly authorized (see section 4) including Bidder's Statement Regarding Deviations/Non-Compliance.

Delivery schedule: Bidder's proposed delivery schedule (See Section 4 Price Schedule)

Warranty: State warranty procedures for carrying out replacements/repairs in the country of use, please refer to Sections 7, General Terms and Conditions (clause 8) and Section 6 Supply Requirements

B) TECHNICAL

Descriptive literature: Giving full technical details of products offered.

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.

C) SUPPLIER QUALIFICATION

Profile of the company: Giving a brief description of the company including copy of company registration documents.

Details of years in business: The company must document having a minimum of three years experience in the relevant line of business.

Local Agent: The bidder must state in its bid the name of local agent for

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	<p>maintenance and repair to cover warranty period only. All submittals shall bear seal/marking/signature of bidder and UNDP Afghanistan may request additional supporting documentation.</p> <p>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.</p>
Bid Evaluation Criteria:	<p>Bids will 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. Proof of warranty3. Compliance with technical specifications.4. Compliance with Delivery time5. Price <p>Suppliers must quote deliver to CPT, as per below details: CPT KABUL Airport - Afghanistan (Inco terms 2010) unloaded at named local destination.</p> <p>The lowest evaluated price that is technically fully compliant will be considered for award (UNDP Afghanistan seeks the lowest, technically compliant and fully responsive offer).</p>
Final quantities required:	Not applicable
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 visit www.ungm.org

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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
Shah Mahmood Ghazi Watt. Kabul, Afghanistan**

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Section 6 (Supply Requirements) of this ITB in conformity with the said bidding documents 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 2010 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

Authorized Signature

Date:

Name of Authorized Signature (type or print)

Functional Title of Signatory

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SECTION 4: Technical Compliance Sheet

Technical Compliance Sheet (TCS) to be completed by Bidders

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:

Mail van specification, Latest model

Description	Technical Requirement	Compliant (Y/N)	Deviation
Delivery Requirement	4-5 weeks CPT Kabul Airport		
year	Latest model		
Gear box	Manual		
Brake	Front/Rear-Disc/Drums		
External dimensions(Length ,Width, Height) mm	4695x1695x1980		
Internal dimensions(Len gth ,Width, Height) mm	3470x1545x1335		
Cylinder	4		
Doors	3		
Loading Capacity, Kg	400		
Warranty	One year		
Fuel Tank,	70		

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Litre			
Fuel Type	Petrol		
Steering	Left hand		
Full Options	Dual Air Condition, power window, power steering ,Air Bags, etc		
Wheel Base ,mm	2570		
Seats	Fabric		
Number of seats	2		
Wheel Drive	4		

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SECTION 5: PRICE SCHEDULE FORM

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of **(90 days)** from submission of the bids. UNDP shall have the right to order goods at any time during this validity period. If requested by UNDP.
2. All costs/unit prices must be exclusive of customs, taxes and duties.
3. UNDP has the right opt out for any suitable freight and insurance charges related thereto, and if deems necessary reimburse the Supplier of these items at actual substantiated costs.

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: USD

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Price Schedule:

Mail van specification, Latest model

Item	Quantity	UNIT price, USD	Total Price ,USD
Supply and delivery of Mail Van , Latest Model as specified in the above mentioned technical compliance sheet section-4	3		
Freight Cost to CTP ,Kabul Airport (USD)	3		
Total price, CPT Kabul Airport, USD			

Required Delivery Period :4 - 5 weeks	Please confirm hereafter : weeks
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SECTION 6: SUPPLY REQUIREMENTS

5.1 Schedule of quantities

For details see Section 5 of this ITB.



5.2 Packing Requirements

Please refer to Section 7 General Terms and Conditions (clause 8) for the minimum packing requirements. Bidders are to include in their offer the cost of export packing.

5.3 Warranty

Supplier must provide it. (State requirements on warranty procedure for carrying out replacement/repairs in Afghanistan, nearest local agent etc...)

5.4 Confidentiality The contractor/Supplier will observe professional secrecy/confidentially for the entire duration of the contract and after his completion on confidential information retrieved by the Administration of the State Border Guard Service of Afghanistan for the purpose of implementing the contract.

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SECTION 7: GENERAL TERMS & CONDITIONS



General Terms and Conditions for Goods

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.

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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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 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

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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

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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.

18. SEXUAL EXPLOITATION:

18.1 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.



18.2 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.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess 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

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provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

SECTION 8: SPECIAL CONDITIONS

The following Special Conditions of Contract shall supplement the General Terms and Conditions (GTC) of UNDP Purchase Orders (Section 6). Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

<p>Payment (Supplemental to Clause 6 of General Terms & Conditions):</p>	<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>Preliminary Examination – completeness of bid</p>	<p>Partial bids are not accepted.</p>
<p>Warranty/Guarantee</p>	<p>One year</p>
<p>Liquidated damages</p>	<p>If the Supplier fails to supply the required vehicles 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 mail van for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed mail van Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order</p>

United Nations Development Programme



UNDP- Afghanistan

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**UNDP Afghanistan, Shah Mahmood Ghazi Watt, Kabul, Afghanistan,
Tel: +93 20 210 1682 – 89, Fax: + 873 763 468 836
Website: www.undp.org.af**