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UNDPAFG/2011/0139

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30th June 2011

INVITATION TO BID

Subject: ITB No: AFG/2011/0139 for the Supply and Delivery of Total Stations for UNDP Afghanistan

Deadline for Submission of Bids: 20th July 2011 at 15:00 hours (Kabul Local 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.

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:

- Section 1: Instructions to Bidders
- Section 2: Bid Data Sheet
- Section 3: Bid Submission Form
- Section 4: Price Schedule Form/Delivery Schedule
- Section 5: Supply Requirements
- Section 6: General Terms and Conditions
- Section 7: Special Conditions

Failure to adhere to the requirements of the ITB may be grounds for disqualification of the Bidder or, subsequently, the termination of an ensuing contract with prejudice to the supplier.

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNDP Afghanistan. Bidders are encouraged to acknowledge receipt of this ITB by E-mail to the UNDP Afghanistan contact person specified and to request an electronic version of the Bid Submittals.

Regards,
Procurement Unit
UNDP Afghanistan



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SECTION 1: INSTRUCTIONS TO BIDDERS

1. 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, fax 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 the UNDP Afghanistan Procurement Unit identified in Section 2 (Bid Data Sheet) of this ITB as the contact point. Any information regarding the interpretation of this ITB must be requested in writing and received by UNDP Afghanistan at least one week 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 **Start-up & Commissioning:** When Applicable, the Bidder shall include in the Bid a complete, detailed plan for the start-up and commissioning of the equipment at the project site(s).
- 2.5 **Service Facilities:** When applicable, the Bidder must provide the name, address and a description of the local representative responsible for providing after-sales service on the Total stations.



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- 2.6 Training: Not applicable
- 2.7 Spare Parts Availability: Applicable
- 2.8 Deviations from Specifications: Deviations from the specifications may be considered only if deemed to be in the best interests of UNDP Afghanistan.
- 2.9 Products from Developing Countries: Not applicable
- 2.10 Country of Origin: Must be stated and certificate of origin must be provided with the goods.
- 2.11 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.
- 2.12 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 120 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 authorised 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,
- (b) **Price Schedule** Form completed in accordance with the Supply Requirements of this ITB.



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(d) **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 initialled 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: 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 two copies of any descriptive literature and supporting documentation all in one envelope.

- 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 authorised 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.
- 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



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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.

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 honour important responsibilities and liabilities allocated to supplier in this ITB (e.g. performance guarantee, warranties, or insurance coverage, etc)

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7 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.



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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.

Deadline for Submission of Bids:	20 th July, 2011 at 15:00 hours (Kabul local time)	
Opening of bids	21 st July, 2011 at 10.00AM (Kabul Time)	
Bids to be received at:/Bids to be marked:	United Nations Development Programme (UNDP) Procurement Unit Shah Mahmood Ghazi Watt. Kabul, Afghanistan +93 20 2101682-91 / +873 763 468 863	“ATTENTION: “ PROCUREMENT UNIT SEALED BID NO.AFG/2011/0139 DEADLINE: Before or on 20 th July 2011 NOT TO BE OPENED BY REGISTRY
	Bids are to be submitted by the deadline as stipulated above as sealed bids providing they are <u>signed and stamped</u> in all relevant places. Please send your Bid in good time. It is the Bidder's responsibility to ensure that bids sent <u>by courier and email</u> are received by the <u>deadline to bids.af@undp.org</u> <u>Bids submitted by fax or to any other e-mail address will be rejected.</u> <u>Late bids will not be accepted.</u>	
Delivery terms:	Suppliers must quote deliver to DAP, as per below details: DAP,(side) Kabul - Afghanistan (Incoterms 2010) unloaded at named local destination.	
Mode of Delivery:	Air freight DAP Kabul (warehouse to warehouse delivery mode)	
Goods for use in (Country):	Afghanistan.	
Bid Validity Period:	120 days.	
Deviations:	Any deviation must be disclosed in writing in the Bidder's Statement	



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	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: procurement.af@undp.org
Requests for additional information:	Must be received at least ten (10) working days before the Deadline for Submission of bids. Bidders are encouraged to raise queries as early as possible.
Bid submission:	<p>THE FOLLOWING MUST BE INCLUDED IN THE BID SUBMISSION (1 ORIGINAL AND 2 COPIES):</p> <p>A) COMMERCIAL</p> <p>Bid submission form: Fully completed and duly authorized (see section 3).</p> <p>Price schedule form: Fully completed and duly authorized (see section 4) including Bidder's Statement Regarding Deviations/Non-Compliance.</p> <p>Delivery schedule: Bidder's proposed delivery schedule (See Section 4 Price Schedule).</p> <p>Warranty: State warranty procedures for carrying out replacements/repairs in the country of use, please refer to Sections 6, General Terms and Conditions (clause 8) and Section 6 Supply Requirements</p> <p>B) TECHNICAL</p> <p>Descriptive literature: Giving full technical details of products offered.</p> <p>Deviations: Any departure from the provisions of the specification</p>



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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.

Bank statement

The eligible Bidder must include a credit reference issued by reputable, internationally recognized bank.

Local Agent: The bidder must state in its bid the name of local agent for maintenance and repair to cover warranty period only.

All submittals shall bear seal/marketing/signature of bidder and UNDP Afghanistan may request additional supporting documentation.

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.



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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. Compliance with technical specifications. 3. Price and delivery time. 4. Proof of warranty. <p>All offers will be evaluated on DAP basis.</p> <p>In the event of an order where UNDP Afghanistan utilizes its own freight forwarder, awarded suppliers will be required to cover additional freight costs should actual weight/volume exceed the initial bid statement.</p> <p>UNDP Afghanistan is looking for a maximum delivery time of 3 calendar weeks to DAP Kabul.</p> <p><u>UNDP Afghanistan seeks the lowest, technically compliant and fully responsive offer.</u></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 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
+93 20 2101682-91 / +873 763 468 863**

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

Authorised Signature

Date:

Name of Authorised
Signature (type or print)

Functional Title of
Signatory

<p>United Nations Development Programme</p> <p><i>UNDP- AFGHANISTAN</i></p> <p><i>Procurement Unit</i></p>	 	<p style="text-align: center;">INVITATION TO BID</p> <p>Number: AFG/2550/07</p> <p>All Correspondence, Each Case and Parcel must show the ITB Number</p>
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SECTION 4: PRICE SCHEDULE FORM

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

Currency: US Dollars

Description	Qty	Unit Cost US\$	Total Cost US\$
<u>Sokkia or Equal Total Station</u> <ul style="list-style-type: none"> • Model 2 XT-22-21 or equal • Double Display • link CD • Data Cable • CF Card 8GB • Tripod 1 • Prism pole (-30) tow • Pole height 2.60meter 1 • Extra pole height one meter one • 12 Months warranty 	9		
Air Freight and Transportation to Kabul	1		
Grand Total			

<p>United Nations Development Programme</p> <p><i>UNDP- AFGHANISTAN</i></p> <p><i>Procurement Unit</i></p>	 	<p><i>INVITATION TO BID</i></p> <hr/> <p>Number: AFG/2550/07</p> <hr/> <p>All Correspondence, Each Case and Parcel must show the ITB Number</p>
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SECTION 5: 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

The bidders shall propose one year period and if within one year after the total stations have been put into service, any mechanical defects are discovered or arise in the normal course of usage, the contractor (bidder) shall remedy the defect either by replacement or by repair. The contractor (bidder) is allowed to contract an authorised local company for repair.

5.4 Confidentiality

The contractor 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.



SECTION 6: GENERAL TERMS & CONDITIONS

1. **GOODS AND SERVICES DEFINED:** Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Supplier is required to supply under this Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Order.



2. **ACCEPTANCE OF THE PURCHASE ORDER:** This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP AFGHANISTAN unless agreed to in writing by a duly authorised official of UNDP AFGHANISTAN.

3. **TAX EXEMPTION:** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise UNDP AFGHANISTAN's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP AFGHANISTAN to determine a mutually acceptable procedure. Accordingly, the Supplier authorises UNDP AFGHANISTAN to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the

No modification of or change in the terms of this Order shall be valid or enforceable against UNDP AFGHANISTAN unless it is in writing and signed by a duly authorised representative of UNDP AFGHANISTAN.

15. TERMINATION FOR CONVENIENCE: UNDP AFGHANISTAN may terminate this Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNDP AFGHANISTAN to the Supplier except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNDP AFGHANISTAN may request the Supplier to complete. To the extent that the computation of such payment due from UNDP AFGHANISTAN may not make the Supplier whole in respect of termination under this provision, the Supplier may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 14 above.

16. **REMEDIES FOR DEFAULT:** In case of failure by the Supplier to perform according to this Order, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNDP AFGHANISTAN may, after giving the Supplier reasonable notice to perform and without

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Supplier has consulted with UNDP AFGHANISTAN before the payment thereof and UNDP AFGHANISTAN has, in each instance, specifically authorised the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP AFGHANISTAN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

4. TRADE TERMS: Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2000.

5. EXPORT LICENSES: Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export license(s) required for the goods.

6. PAYMENT: Payment by UNDP AFGHANISTAN does not imply acceptance of goods nor of any related work or services under this Order. UNDP AFGHANISTAN shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of commercial invoice, proof of dispatch and other supporting documents specified in this Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. Unless authorised by UNDP AFGHANISTAN, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number. The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP AFGHANISTAN.



7. INSPECTION AND ACCEPTANCE: All goods shall be subject to inspection and testing by UNDP AFGHANISTAN or its designated representatives,

prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event UNDP AFGHANISTAN may hold Supplier responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Order; (4) require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule; (5) impose liquidated damages.

17. LIQUIDATED DAMAGES FOR DELAY: Subject to Clause 18, if the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of 0.5% per week of the value of the Contract up to a period of 8 weeks. Thereafter UNDP AFGHANISTAN has the right to cancel the order.

18. FORCE MAJEURE: Notwithstanding the provisions of Clauses 16 and 17, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of and event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

19. SOURCE OF INSTRUCTION: The Supplier shall neither seek nor accept instructions from any authority external to UNDP AFGHANISTAN in

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to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNDP AFGHANISTAN.

If any inspection or test is made on the premises of the Supplier or its supplier, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve the Supplier from responsibility for non-conforming goods nor impose liabilities on UNDP AFGHANISTAN therefore. The Supplier shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNDP AFGHANISTAN. Records of all inspection work by the Supplier shall be kept complete and made available to UNDP AFGHANISTAN during the performance pursuant to this Order and for twenty four (24) months thereafter or for such other period as may be specified in this Order. Copies of all material certifications and test results are to be submitted to UNDP AFGHANISTAN upon request.

8. FITNESS OF GOODS INCLUDING PACKAGING: Supplier warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Supplier by UNDP AFGHANISTAN. Supplier warrants that the goods are new, of current manufacture and free from defects in design, workmanship and



connection with the performance pursuant to this Order. The Supplier shall refrain from any action which may adversely affect UNDP AFGHANISTAN.

20. OFFICIALS NOT TO BENEFIT: The Supplier warrants that no official of UNDP AFGHANISTAN has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Order or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Order.

21. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP AFGHANISTAN: Unless authorised in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNDP AFGHANISTAN or use the name (or any abbreviation thereof), emblem or official seal of UNDP AFGHANISTAN for advertising or for any other purpose.

22. ASSIGNMENT AND INSOLVENCY: The Supplier shall not, except after obtaining the prior written approval of UNDP AFGHANISTAN, assign, transfer, pledge or make other disposition of this Order or any part hereof or any of the Supplier's rights or obligations under this Order. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, UNDP AFGHANISTAN may, without prejudice to any other right or remedy, terminate this Order by giving the Supplier written notice of such termination.

23. SETTLEMENT OF DISPUTES:

<p>United Nations Development Programme</p> <p><i>UNDP- AFGHANISTAN</i></p> <p><i>Procurement Unit</i></p>	 	<p>INVITATION TO BID</p> <p>Number: UNDPAFG/2011/0139</p> <p>All Correspondence, Each Case and Parcel must show the ITB Number</p>
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materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless specified otherwise in this Order, the Supplier warrants and certifies that it will repair or replace without expense to UNDP AFGHANISTAN or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of twelve (12) months from the date such goods are delivered to and accepted at the final destination indicated in the Purchase Order, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.

9. AFTER SALES SERVICE: The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from UNDP AFGHANISTAN or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

10. INDEMNIFICATION: The Supplier shall indemnify, hold and save harmless and defend at its own expense UNDP AFGHANISTAN, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.



11. INTELLECTUAL PROPERTY INFRINGEMENT: The Supplier warrants that the use or supply by UNDP AFGHANISTAN of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP AFGHANISTAN and the United Nations harmless

• Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

• Arbitration: Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

24. PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Order shall be deemed a waiver of any of the privileges and immunities of UNDP AFGHANISTAN.

25. PROCUREMENT LIABILITY: UNDP AFGHANISTAN is acting as a procurement agency on behalf of their clients. Any financial liability as a result of the order expressed or implied is therefore a matter between the Supplier and the Client.

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from any actions or claims brought against UNDP AFGHANISTAN or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

12. FIRE AND EXTENDED COVERAGE

INSURANCE: At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Supplier and UNDP AFGHANISTAN as their interests may appear.

13. VARIATION IN QUANTITIES: The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of UNDP AFGHANISTAN.

14. CHANGES: UNDP AFGHANISTAN may at any time by written instruction make changes within the general scope of this Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Order shall either be amended or terminated or reissued accordingly. Any claim for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Supplier of the notification of change: providing, however, that UNDP AFGHANISTAN may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 23. However, nothing in this Clause shall excuse the Supplier from proceeding with the Order as changed.

26. CHILD LABOUR: The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNDP AFGHANISTAN to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP AFGHANISTAN.

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

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SECTION 7: 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>If, within 12 months the Total stations have been put into service, any defects are discovered or arise in the normal course of usage; the Supplier shall remedy the defect either by replacement or by repair.</p>
<p>Liquidated damages</p>	<p>If the Supplier fails to supply the required total stations 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 total stations for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed total stations Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order</p>