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18 March 2011

Dear Sir/ Madam:

Subject: ITB No. UNDP/AFG/2011/0073 – Supply and installation of armored glass to armored vehicles of UNDP Afghanistan

1. We hereby solicit your bid for supply and installation of armored glass with specification attached as annex V for armored vehicle of UNDP Country Office, Afghanistan.
2. To enable you to submit a bid, please find enclosed:

[Annex I - Instructions to Bidders](#)

[Annex II - Bid Data Sheet](#)

[Annex III- Special Terms and Conditions](#)

[Annex IV - General Terms and Conditions](#)

[Annex V – Specifications and Technical Requirements](#)

[Annex VI– Bid Submission Form](#)

[Annex VII – Price Schedule](#)

[Annex VIII - Performance Security/ Bank Guarantee \(Form Of\)](#)

3. Bids in sealed envelopes must be delivered to the address below on or before 15:00 hours (3:00 p.m), Kabul **time on Monday 04 April 2011**. Late bids shall be rejected. Only **hardcopy** submission will be accepted.
4. Bids will be opened in presence of the bidders at the address specified in paragraph on **05 April 2011, at 10:00 hours (10:00 a.m.), Kabul time**.
5. Your submission will be considered upon the provision with this ITB the following, failure to provide the requested documents may disqualify your bid from being considered or evaluated.
 - a) Financial Statement for the past three (3) years
 - b) Reference letters from major international customers
 - c) Firm/Company Profile.
6. This letter is not to be construed in any way as an offer to contract with your firm.

United Nations Development Programme (UNDP). Procurement Unit
Shah Mahmood Ghazi Watt. Kabul, Afghanistan
+93 20 2101682-91 / +873 763 468 863

Sincerely,

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	Bid is properly sealed		
B	Language of Bid is as requested (English)		
C	Annex VI - Bid submission Form including Contact details of Bidder		
D	Annex V - Completion of Specifications and Technical Requirements		
E	Annex VII - Completed Detailed Price Schedule		
F	Financial Statement for the past three (3) years		
G	Reference letters		
H	Firm/Company Profile.		

- **BIDS TO BE SUBMITTED IN HARDCOPY ONE (1) ORIGINAL AND TWO (1) COPY**
- **DOCUMENTS AND ENVELOPES SHALL BE MARKED “ORIGINAL” AND “COPY” AS APPLICABLE**
- **EACH ENVELOPE SHALL BE MARKED**

(ITB No. UNDP/AFG/2011/0073 - Supply and installation of armored glass to armored vehicles of UNDP Afghanistan

ANNEX I - INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The UNDP invites Sealed Bids for the supply and installation of armored glasses to armored vehicle of UNDP Afghanistan based on an Agreement.
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 design 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:** From the date of receipt of this ITB until instructed otherwise, all written or verbal communications by the Bidder with UNDP or any party connected with this procurement activity must be directed exclusively to the UNDP officer identified in Section 2: Bid Data Sheet of this ITB as the contact person. Any information regarding the interpretation of this ITB must be requested in writing and received by UNDP by the date indicated in Section 2: Bid Data Sheet. **(No clarification requests will be accepted after this time).** Written copies of the response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective Bidders that received the Solicitation Documents by the date indicated in Section 2, Bid Data Sheet.
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 on the Section 2, Bid Data Sheet.
8. **Documents Comprising the Bid:**

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

The Bid must comprise the following documents:

- (a) A Bid Submission form;

- (b) a Price Schedule completed in accordance with Section 7, Price Schedule Sheet;
- (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 goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;
- (e) a 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 the ITB, and as may be required in Section 2, Bid Data Sheet.
- (f) bid Security, if required, under clause 13 of Instructions to Bidders, and
- (g) other documents as maybe specified in Section 2, 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 authorised 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. 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 Section 2: Bid Data Sheet, following commencement of the use of the goods.

11. Bid Currency/Bid Prices: All prices must be quoted in US dollars. The Bidder shall indicate on the appropriate Price Schedule Sheet 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.

12. **Period of Validity of Bids:** Bids shall remain valid for a period after the date of Bid Submission as indicated in Section 2: Bid Data sheet. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 23 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.

13. **Bid Security:**

- (a) The Bidder may be requested to furnish, as part of its Bid, a Bid Security to the UNDP in the amount as indicated in Section 2, Bid Data Sheet.
- (b) The Bid Security is to be sealed in a separate envelope within the main sealed bid
- (c) The Bid Security is to protect the UNDP against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 13(g) below;
- (d) The Bid Security shall be denominated in US Dollars and shall be in the form of a bank guarantee, issued by a reputable bank located in Afghanistan or abroad, and in the form provided in these Solicitation Documents.
- (d) Any Bid not secured in accordance with clauses 13 a) and 13 c) above will be rejected by the UNDP as non-responsive pursuant to clause 23 of Instructions to Bidders;
- (e) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the UNDP pursuant to clause 12 of Instructions to Bidders;
- (f) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 28 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 29 of Instructions to Bidders;
- (g) The Bid Security may be forfeited:
 - 1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,
 - 2. In the case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Purchase Order in accordance with clause 28 of Instructions to Bidders, or,
 - (ii) To furnish Performance Security in accordance with clause 29 of Instructions to Bidders.

D. Submission of Bids

14. **Format and Signing of Bid:** The Bidder shall prepare 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.

15. Sealing and Marking of Bids:

- 15.1 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.
- 15.2 The inner and outer envelopes shall:
 - (a) Be addressed to the UNDP at the address given in Section 2, 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 Section 2, Bid Data Sheet for Bid Opening pursuant to clause 16 of Instructions to Bidders.
- 15.3 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”.
- 15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the UNDP will assume no responsibility for the Bid’s misplacement or premature opening.
- 15.5 The Bid Security is to be sealed in a separate envelope within the main sealed bid.

16. Deadline for Submission of Bids/Late Bids:

- 16.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.
- 16.2 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.
- 16.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids: The Bidder may withdraw its bid after submission, provided that written notice of the withdrawal is received by 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.

18. 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.

19. 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 Purchase Order is issued to the Bidder.

20. **Samples:** Samples of items, when required, must be provided within the time specified and, unless otherwise specified by UNDP, at no expense to UNDP. Samples will not be returned.

E. Opening and Evaluation of Bids

21. Opening of Bids:

- 21.1 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 Section 2, Bid Data Sheet, of this Solicitation Document. The bidders' Representatives who are present shall sign a register evidencing their attendance.
- 21.2 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.
- 21.3 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.

22. Preliminary Examination:

- 22.1 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.
- 22.2 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 Section 2, Bid Data Sheet.
- 22.3 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.
- 22.4 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 Section 2, Bid Data Sheet to establish responsiveness.

23. **Evaluation of Bids:** UNDP will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 23 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:

Evaluation Criteria	
1.1	Compliance with specification and 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 honouring 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).
1.6	Proof of after sales service capacity and appropriateness of service network.
1.7	Compliance with environmental, health and safety standards
1.8	Compliance with delivery time and place
1.9	Relevant experience within the last 3 years

F. Award of Contract:

24. **Award Criteria:** The UNDP will enter into Long Term Arrangement with one or more technically qualified bidders based on best quoted price. The Purchase Order will be issued based on LTA Guidelines. 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.
25. **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 Section 2, Bid Data Sheet.
26. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder the Purchase Order. The Purchase Order may only be accepted by the Suppliers 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.
27. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the UNDP.
28. **Performance Security:** When applicable, the successful Bidder shall provide the Performance Security in the form of Performance Security provided for in these Solicitation Documents, within 30 days of receipt of the Purchase Order from the UNDP.

G. Other Requirements:

29. **Delivery:** In addition to delivery data requirements specified in Section 10, Supply Requirements, the Bidder shall give a firm delivery date, as specified in Section 2, Bid Data Sheet, for the transportation mode selected by the UNDP. Actual delivery of the goods and performance of any related services shall be made by the Supplier, in accordance with the terms of any resulting Purchase Order as may be issued by UNDP.
30. **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).
31. **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 products.
32. **Training:** When applicable, the Bidder must describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to UNDP. Unless otherwise agreed, such training as well as training material should be provided in the language of the Bid as specified in Section 2, Bid Data Sheet.
33. **Spare Parts Availability:** When applicable, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB or in any Purchase Order as may be issued by UNDP.
34. **Products from Developing Countries:** Bidders are encouraged to offer products from Developing Countries.
35. **Country of Origin:** Must be stated and certificate of origin must be provided with the goods.
36. **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.
37. **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 Section III (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.

ANNEX II - 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>Requests for additional Information and clarifications (clause 5)</p>	<p>Must be received by 3 Days before the deadline</p>
<p>Language of the Bid: (clause 7)</p>	<p>English, including supporting documents.</p>
<p>Documents Comprising the Bid: (clause 8)</p>	<p>The following must be included in the Bid submission: Bid (submitted in 1 original and 2 copies of the Bid and two copies of any descriptive literature and supporting documentation) The original and copies of the bid shall include the following documentation, contained in a binder, each part separated by dividers and following the order specified. For items A, B, C and D you are required to use the dedicated schedules contained in this ITB.</p> <p>The bid submission shall Contain items A, B, C and D:</p> <p>A. Cover letter (optional);</p> <p>B. Annex VI: Bid Submission Form must Fully completed and duly authorised including contact details of Bidder (address, tel./fax, e-mail, contact person),</p> <p>C. Annex V – Specifications and Technical Requirements must be fully completed, one Schedule per offered item including non-compliance describing deviations from the specifications/requirements. In the case of no deviations, the Bidder should state “NO DEVIATIONS “ and sign the schedule.</p> <p>D. : Annex VII: Detailed Price Schedule must be fully completed and duly authorised</p> <p>All submittals shall bear seal/markings/signature of Bidder N.B. Incomplete Bids may be deemed non-responsive at the discretion of UNDP.</p>
<p>Bid Validity</p>	<p>120 days.</p>
<p>Bid security: (clause 13)</p>	<p>Not required.</p>

<p>Sealed Bids to be received at / Bids to be marked: (clause 15)</p>	<p>UNDP-Afghanistan Shah Mahmood Ghazi Watt Kabul, Afghanistan</p>	<p>“ATTENTION: “ PROCUREMENT UNIT SEALED BID No.: UNDP/AFG/2011/0073 DEADLINE: 19 April 2011 AT 16.00 hrs. Kabul Time NOT TO BE OPENED BY REGISTRY</p>																										
<p>Deadline for Submission of Bids: (clause 16)</p>	<p>04 April 2011 at 15.00 hours (Kabul time).</p>																											
<p>Samples (clause 20)</p>	<p>Site visit will be conducted to the selected companies and the team will inspect the quality of the armored glasses.</p>																											
<p>Public Bid Opening (clause 21)</p>	<p>5 April 2011 at 10:00 hours (Kabul Time), at UNDP Country Office.</p>																											
<p>Preliminary Examination (clause 23)</p>	<p>Bidders must satisfy ALL Criteria below to be admitted to Evaluation.</p> <table border="1" data-bbox="600 1048 1362 1429"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Basic Criteria</th> <th colspan="2">Provided</th> </tr> <tr> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Bid is properly sealed</td> <td></td> <td></td> </tr> <tr> <td>B</td> <td>Language of Bid is as requested (English)</td> <td></td> <td></td> </tr> <tr> <td>C</td> <td>Annex VI - Bid submission Form including Contact details of Bidder</td> <td></td> <td></td> </tr> <tr> <td>D</td> <td>Annex V - Completion of Specifications and Technical Requirements</td> <td></td> <td></td> </tr> <tr> <td>E</td> <td>Annex VII - Detailed Price Schedule</td> <td></td> <td></td> </tr> </tbody> </table>			Basic Criteria	Provided		Yes	No	A	Bid is properly sealed			B	Language of Bid is as requested (English)			C	Annex VI - Bid submission Form including Contact details of Bidder			D	Annex V - Completion of Specifications and Technical Requirements			E	Annex VII - Detailed Price Schedule		
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<p>Evaluation of Bids: (Clause 24)</p>	<p>Bids will be evaluated on the following basis:</p> <p>Evaluation Criteria</p> <ol style="list-style-type: none"> 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 honouring the tax-free status of the UN. 1.5 Demonstrated ability to honour important responsibilities and liabilities allocated to 																											

	<p>supplier in this ITB (e.g. performance guarantee, warranties, or insurance coverage, etc).</p> <p>1.6 Proof of after sales service capacity and appropriateness of service network.</p> <p>1.7 Compliance with environmental, health and safety standards</p> <p>1.8 Compliance with delivery time and place</p> <p>1.9 Relevant experience within the last 3 years</p> <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 package will be evaluated separately and will be awarded to the bidder offering the lowest <u>average cost</u>, responsive.</p>
Final quantities required: (clause 26)	UNDP does not warrant that any quantity of goods or services will be purchased.
Delivery terms: (clause 30)	Not Applicable
Services for use in:	Afghanistan
Alternative Bids:	Alternative bids are not acceptable.
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:	Bidders must offer complete bid in each package. i.e. All bidders are required to bid for each Package. Partial bidding is not allowed (i.e bidder may bid for all package). In the event that the bidder fails to provide a unit rate for each package, UNDP may use the highest bid price quoted for the un-priced line item to facilitate complete evaluation.
All communication must be directed to UNDP/Afghanistan officer:	Name: Procurement Unit e-mail: procurement.af@undp.org
Subsequent Orders/Deliveries	NA
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

ANNEX III - SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions shall supplement the General Terms and Conditions (GTC) of UNDP Purchase Orders (Section 4). Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

Warranty/Guarantee	The suppliers must supply best quality glass
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 0.2 percent of the delivered price of the delayed goods for each working 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.
Validity of Prices	1. Prices for the supply of armored glasses shall be in USD and should be valid for 120 Days
Performance security	<p>upon signature of the purchase order, the successful Bidder/ bidders shall furnish a Performance Security to the Purchaser in the amount of 10% of the PO value. Depending on the total value of the PO, UNDP may at its own discretion choose to set a fixed amount for the Performance Security.</p> <p>The Performance Security shall be valid until a date 30 days after the expiry of the contract period.</p> <p>The proceeds of the Performance Security shall be payable to UNDP as compensation for any loss resulting from the Supplier's/Contractor's failure to complete its obligations under the contract.</p> <p>The Performance Security shall be in US dollars and shall be in form and manner set in Annex IX.</p>
Payment	<p><u>Payment will be released to the contractor upon satisfactory supply and installation of the armored glasses within 30 days of submission of the invoices</u></p> <p>UNDP does not accept Letter of Credit terms; payment shall be made by direct bank transfer to supplier's nominated Bank account after the delivery of the services satisfactorily</p> <p>It is not the policy of UNDP to approve advance payments.</p>

Samples

Site visit will be conducted to the selected companies and the team will inspect the quality of the armored glasses.

Insurance

The Contractor shall provide all the necessary insurances for the imported armoured glass

Other Special Terms Of Payment

UNDP does not accept Letter of Credit terms; payment shall be made by direct bank transfer to supplier's nominated Bank account after the delivery of the services satisfactorily

It is not the policy of UNDP to approve advance payments.

Delivery Time:

The successful bidder should supply and install the armored glasses to all the vehicles listed above within 10 calendar days.

ANNEX IV - 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.

ANNEX V – 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 (Armoured Glass)

Description	Compliance YES/NO	Deviation
Supply and Installation of Front Door Armored Glass <ul style="list-style-type: none"> • Vehicle information: Armored B6-200 • Glass Thickness: 40mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 		
Supply and Installation of Rear Door Armored Glass <ul style="list-style-type: none"> • Vehicle information: Armored B6-200 • Glass Thickness: 40mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 		
Trunk side soft glass <ul style="list-style-type: none"> • Removal without damaging the vehicle • Removal of the tinted film • Reinstallation of the glass using the best quality Glue 		
Supply and Installation of Front Door Armored Glass <ul style="list-style-type: none"> • Vehicle information: Armored B6-100 • Glass Thickness: 30mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 		
Supply and Installation of Rear Door Armored Glass <ul style="list-style-type: none"> • Vehicle information: Armored B6-100 • Glass Thickness: 30mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 		

Supply and Installation of Rear Door Armored Glass

- **Vehicle information:** Armored FORD EXPLORER-Model-2008
- **Glass Thickness:** 30mm
- Low-spall shield protecting against shattering glass
- Multiple impact protection
- The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles

ANNEX VI – BID SUBMISSION FORM

Bidders are required to sign and stamp the Bid Submission Form. Failure to do so will result in the Bid being rejected.

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and installation of armored glass in conformity with the said bidding documents for a unit rate per liter of Diesel and Petrol 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 delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of **one hundred and twenty days (120)** days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us for two years in event our bid is selected and awarded the contract with in the validity period.

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

Dated thisday of[year].

.....
Signature

.....
[in the capacity of]

Duly authorised to sign the Bid for and on behalf of

ANNEX VII – PRICE SCHEDULE

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

No.	Description	Quantity	Unit Price USD	Total price USD
1	Supply and Installation of Front Door Armored Glass <ul style="list-style-type: none"> • Vehicle information: Armored B6-200 • Glass Thickness: 40mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 	14		
2	Supply and Installation of Rear Door Armored Glass <ul style="list-style-type: none"> • Vehicle information: Armored B6-200 • Glass Thickness: 40mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 	36		
3	Trunk side soft glass <ul style="list-style-type: none"> • Removal without damaging the vehicle • Removal of the tinted film • Reinstallation of the glass using the best quality Glue 	198		
4	Supply and Installation of Front Door Armored Glass <ul style="list-style-type: none"> • Vehicle information: Armored B6-100 • Glass Thickness: 30mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 	26		

5	<p>Supply and Installation of Rear Door Armored Glass</p> <ul style="list-style-type: none"> • Vehicle information: Armored B6-100 • Glass Thickness: 30mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 	32		
6	<p>Supply and Installation of Rear Door Armored Glass</p> <ul style="list-style-type: none"> • Vehicle information: Armored FORD EXPLORER-Model-2008 • Glass Thickness: 30mm • Low-spall shield protecting against shattering glass • Multiple impact protection • The glass should be inserted in ballistic steel metal frames, behind OEM glass in order to maintain the low profile appearance of vehicles 	6		

ANNEX VIII - PERFORMANCE SECURITY/ BANK GUARANTEE (FORM OF)

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called "the UNDP") which has its Headquarter in New York concluded on date _____ a contract [*contract title and No.*] with [*Name of the company*] hereinafter referred to as "the Contractor" whom has its headquarter in _____ at a total price of _____ US dollars (\$ _____), to execute [*Insert title of contract and brief description of works*].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the UNDP with a Bank Guarantee by a recognized Bank for the sum specified thereinafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the UNDP such a Bank Guarantee

And according to this contract, UNDP is required to make an advance payment to the Contractor of _____ US\$, being ___ % of the total price.

Now therefore, this being stated, we, [*BANK NAME*] [*BANK BRANCH*], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defense arising therefrom, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [*INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Taking-Over Certificate

This guarantee is revocable only with the written consent of the UNDP.

Parties hereby agree on the terms of this bank's guarantee letter.

SIGNATURE AND SEAL: _____
Name of Bank/ Financial

Institution: _____
Address: _____
State: _____