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DATE: 31 MARCH 2011

Invitation to Bid

UNDP Compound B/659/ Invitation to Bid for Provision of Vehicle Maintenance Services on the Basis of Long Term Agreement

Dear Sir/Madam,

1. We hereby solicit your bid for the Provision Services for vehicle preventive maintenance and repair on Long Term Agreement for UNDP Compound B in Kabul and Regional Offices based on a long term agreement. The initial contract period will be for one year, with the possibility of extension for another year, subject to performance assessment of the selected supplier.

2. To enable you to submit a bid, please find enclosed:

Annex I.	Instructions to Bidders
Annex II.	Bid Data Sheet
Annex III.	General Terms and Conditions for Services
Annex IV.	Technical Compliance Sheet
Annex V.	Price Schedule
Annex VI.	Bid Submission Form
Annex VII.	Model Long Term Agreement

3. Interested Bidders may obtain further information at the following address:

Name of Office: United Nations Development Programme (UNDP Compound B).
Procurement Unit,
Sher Poor Street,
(Close to Spinneys Supermarket
and Ghazanfar Bank,
Wazir Akbar Khan Branch),
Kabul, Afghanistan.

Email Address: procurement.elect@undp.org

4. **Your bids should be delivered to the above office before or on 24 April 2011 at 16:00 hrs (Kabul time). Late bids shall be rejected. Bids submitted by fax will not be accepted. Bidders are advised to consult and arrange courier well in advance to allow receipt of bids before the Deadline for submission of Bids.**

5. Bids will be opened at on 25 April 2011 at 1400 hrs, Kabul local time, in the conference room UNDP Compound B (Former ELECT Project) second floor, in the presence of Bidders' Representatives, who chose to attend at the address, date and time, indicated in the Bidding Documents. Bidders who have submitted an offer can participate in opening of bids. Unsolicited bidders will not be allowed to attend.

6. Interested parties are welcome to send any queries they may have with regard to this ITB through email [**procurement.elect@undp.org**] up to one week prior to the last date for submission of bids. If you request information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your bid

7. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

UNDP Compound B
Procurement Section

Annex I Instructions to Bidders

A. Introduction

1. **General:** The UNDP invites Sealed Bids on the basis of non-binding long-term agreement for provision of vehicle preventive maintenance and repair services on Long Term Agreement. The total number of vehicles which require services as outlined in the TOR enclosed in this document.
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 (5):** 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 procurement unit identified in **Annex 2**, Bid Data Sheet of this ITB. Any information regarding the interpretation of this ITB must be requested in writing and received by UNDP by the date indicated in Annex 2, Bid Data Sheet. **(No clarification requests will be accepted after this time)**. Written copies of the response at UNDP discretion (including an explanation of the query but without identifying the source of enquiry) shall be sent to all prospective Bidders that received the Solicitation Documents by the date indicated in Annex 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 must visit the website that they received the solicitation document from 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 Annex 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) Completed Technical Compliance Sheets as stated in Annex V and Price Schedule completed as stated in Annex VI;
- (c) Documentary evidence established in accordance with clause 10 of Instructions to Bidders that the Bidder is eligible to and is 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 services to be provided by the Bidder are as per Terms of reference enclosed in this document
- (e) Bid Security, if required, under clause 14 of Instructions to Bidders; and
- (f) Other documents as maybe specified in the Bid Data Sheet.

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

9. **Documents Establishing Bidder's Eligibility and Qualifications:**

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

10. Documents Establishing Provision of Services as per the Tor enclosed herein:

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all services to be provided as per the TOR enclosed herein.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- 11. Bid Currency/Bid Prices:** All prices must be quoted in AFN (Afghanistan' Currency). Suppliers who chose to quote prices other currencies that what specified herein, such prices shall be converted to AFN by applying UN operational exchange rate of the months for evaluation purposes. The Bidder shall indicate on the appropriate Price Schedule Sheet the unit prices (where applicable) and total Bid Price of the services it proposes to provide 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 Annex 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:** N/A

D. Submission of Bids

- 14. Format and Signing of Bid:** The Bidder shall prepare one original the Bid, 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.

15.1 The Bid shall be placed in a sealed envelope clearly marked **"ITB No. UNDP Compound B/659/ Invitation to Bid for Provision of Vehicle Maintenance Services on the Basis of Long Term Agreement"**

15.2 If bids sent electronically, the bidders must put ITB reference number in subject of the email.

15. Sealing and Marking of Bids:

- 16.1 If the envelope is not sealed and marked as required by clause of Instructions to Bidders, the UNDP will assume no responsibility for the Bid's misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

- 17.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.
- 17.2 The UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 7 of Instructions to Bidders, in which case all rights and obligations of the UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

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: N/A

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 Annex 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 18 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.
1. **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:

- 23.1 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.
- 23.2 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 Annex 2, Bid Data Sheet.
- 23.3 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.
- 23.4 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 Annex 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.

No	Evaluation Criteria	Pass/Fail
2.	Compliance with Pricing conditions set in the ITB	Mandatory
	Compliance with Technical requirement set in the ITB	Mandatory
3.	Compliance with TCD form as set in the ITB	Mandatory
4.	<p>Bidder’s Qualifications as per clause 9 as follows:</p> <p>“ The Bidder shall furnish evidence of its status as a qualified Vendor.. The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted shall be established to UNDP’s satisfaction and shall contain at a minimum evidence of the following:</p> <ul style="list-style-type: none"> a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder; b) That the Bidder has the financial and technical capability necessary to perform the contract” c) Submission of Company profile d) The bidder must provide evidence of having a minimum of 2 years experience as a company in Afghanistan in similar services and size; e) Financial details: The eligible bidder must submit a current bank statement as well as evidence of working capital for this Contract (lines of credit and availability of other financial resources) 	Mandatory
5	Evidence of satisfactory past performance of the Bidder – please submit list of contracts for similar services undertaken in the past 2 years; the name and contact numbers of the client. Also indicate the value of the contract for similar services.	Mandatory
6.	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.	Mandatory
7	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).	Mandatory
8	Quality Assurance: List of international recognized Quality Assurance Certificates if any, the service provider must explain the quality assurance mechanism.	
9	Workshop location: (Provide Complete address): The Service provider must have workshop facility in Kabul and Regional locations. Note: It is preferable	Mandatory

	for the services provider to have workshop at regional level but it is not mandatory	
10	CVs of the technical and support staff must be provided: The CVs of the staff provided herein must have information in relevant field of business,	Mandatory
11	Confirmation of Workshop space (M2): Must provide total space of the workshop facility	Mandatory
12	Information on Working hours (Opening and closing time): How many shifts? Will the service provide work beyond working hrs?	Mandatory
13	Information on availability of specialized tools (indicate all specialized tools used in the workshop): Must provide inventory/list of tools for the workshop? The list must have detailed specification of tools.	Mandatory
14	Information on procedures for ordering parts for this contract	Mandatory
15	Response to emergency calls: Provide information on methods the bidder will use to establish efficient communications with UNPD for emergency calls?	Mandatory
16	Possibility of office /on road repair: What resources available to accommodate road repair? Provide list of equipment if available i.e. mobile workshop to accommodate road repair	Mandatory
17	Provision of towing facilities from point of breakdown to Service Provider's workshop within five hours after call or what deems appropriate: Provide resources available to accommodate towing services from point of break to Service Provider's facility?	Mandatory
18	Lowest Price per Lot	Mandatory

F. Award of Contract

24. **Award Criteria:** The UNDP will Issue the contract/Purchase Order to the lowest priced technically qualified Bidder. 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.

UND 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 purchaser's action.

25. **Purchaser's Right to Vary Requirements at Time of Award:** The Purchaser reserves the right at the time of making the award of contract to increase or decrease by up to 20 % the quantity of services and/or goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

26. **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder the Contract.. The Contract 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

Contract 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 Contract:** Within 7 days of receipt of the contract, the successful Bidder (s) shall sign, date and return it to UNDP.
28. The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP which shall be reflected in the contract.
29. Such Services and/or goods shall be at negotiated prices listed the Price Schedule as applicable.
30. UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement,
31. In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the duration of this Agreement, the Supplier/Contractor shall notify UNDP immediately."

G. Payment:

32. **Time of Payment:** Unless otherwise indicated in Annex 4 (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.
33. **Letter of Credit:** UNDP does not accept Letter of Credit terms.
34. **Advance Payment:** It is not the policy of UNDP to approve advance payments.
35. **Discounts:** N/a
36. **Currency of Payment:** Payment will be made in the currency in which the Contract/Purchase Order is issued.

H. Long Term agreement:

37. UNDP at its own discretion may wish to enter into a non-binding Long Term Agreement (LTA) as a result of this procurement process under the following conditions:
38. The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP which shall be reflected in a non-binding Long Term Agreement.
39. Such Services and/or goods shall be at negotiated prices listed the Price Schedule and/or Bill of Quantities as applicable. The prices shall remain in effect for a period of two years from entry into effect of the Long Term Agreement

40. UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement, which shall be for two years, renewable one year.
41. In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the duration of this Agreement, the Supplier/Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Long Term Agreement."

Annex II Bid Data Sheet

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

Requests for additional Information (clause 4)	All requests will be answered 7 days prior to the last day of submission. Bidders are encouraged to raise queries as early as possible.
Language of the Bid: (clause 7)	English, including supporting documents.
Documents Comprising the Bid: (clause 8)	<p>The following must be included in the Bid submission (if applicable):</p> <p>The bid shall include the following documentation, contained in a binder, each part separated by dividers and following the order specified. For items B, C, D, E & F and H you are required to use the dedicated schedules contained in this ITB:</p> <ul style="list-style-type: none"> A. Cover letter (optional); B. Contact details of Bidder (address, tel./fax, e-mail, contact person), C. Bid Submission Form: Fully completed and duly signed and authorised; D. Completed Technical Compliance Sheets for each lot separately; E. Details quality assurance mechanism, standards and programme; F. Completed Price Schedule: are duly signed by the authorised signatory (ies). <p>All submittals shall bear seal/markings/signature of Bidder</p> <p>Incomplete Bids may be deemed responsive or non-responsive at the discretion of UNDP.</p>
Warranty /Original Equipment Manufacturer (OEM) Requirements	<ul style="list-style-type: none"> 1. Bidders are to provide spare parts exclusivity from Original Equipment Manufacturer (OEM) or equivalent quality 3. Bidders must also warrant: <ul style="list-style-type: none"> A) The spare parts to be used for this LTA must be from OEM or equivalent quality, new, unused and shall have no defect in materials and or workmanship B) The Supplier must replace spare parts at its own cost in the event that the spare part is faulty, or wrongly fitted.
Bid Validity Period: (clause 12)	90 days.
Bid security: (clause 13)	N/A

<p>Sealed Bids to be received at / Bids to be marked: (clause 15)</p>	<p>Procurement office in UNDP Compound B (Former ELECT Project), Sher Poor Street,(Close to Spinneys Supermarket,& Ghazanafar Bank, Wazir Akbar Khan Branch,Kabul), Afghanistan</p>	<p>“ATTENTION: ELECT Project – Procurement Unit” “SEALED BID NO: UNDP Compound B/659/ Invitation to Bid for Provision of Vehicle Maintenance Services on the Basis of Long Term Agreement NOT TO BE OPENED BY REGISTRY”</p>																														
<p>Electronic Submission:</p>	<p>Bids are to be submitted by the deadline as stipulated above either as sealed bids or by e-mail provided that they are <u>signed and stamped</u> in all relevant places. E-mail bids must be sent in <u>PDF format</u> together with all technical details ONLY to: procurement.elect@undp.org and must not exceed 2MB. Where the technical details are in large electronic files, UNDP/ELECT recommends these are sent separately but to arrive before the deadline. Send your Bid in good time (<u>this also applies to e-mail</u>). It is the Bidder’s responsibility to ensure that bids are received by the deadline. <u>Bids submitted by fax or to any other e-mail address will be rejected.</u> <u>Late bids will not be accepted.</u></p>																															
<p>Deadline for Submission of Bids: (clause 16)</p>	<p>Before or on 24 April 2011 at 16:00 hrs (Kabul time).</p>																															
<p>Samples (clause 20)</p>	<p>Not applicable.</p>																															
<p>Preliminary Examination (clause 22)</p>	<p>Bidders must satisfy ALL Criteria below to be admitted to Evaluation.</p> <table border="1" data-bbox="537 1167 1248 1627"> <thead> <tr> <th rowspan="2">Item</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>1</td> <td>Bid is properly sealed</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Language of Bid is as requested (English)</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Bid submission Form</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Completed Prices schedule sheets</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Completed Technical Compliance Sheets</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>Bid Currency in USD</td> <td></td> <td></td> </tr> </tbody> </table>		Item	Basic Criteria	Provided		Yes	No	1	Bid is properly sealed			2	Language of Bid is as requested (English)			3	Bid submission Form			4	Completed Prices schedule sheets			6	Completed Technical Compliance Sheets			8	Bid Currency in USD		
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<p>Evaluation of Bids: (Clause 23)</p>	<p>Bids will be evaluated on the following basis:</p>																															
<p>Delivery terms:</p>	<p>N/A</p>																															

(clause Error! Reference source not found.)	
Goods 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 Bids; partial bids, are not acceptable.
All communication must be directed to UNDP/Afghanistan:	Name: Procurement Unit e-mail: procurement.elect@undp.org
Subsequent Orders/Deliveries	N/A
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 General Terms And Conditions For Professional Services

1.0 LEGAL STATUS: The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES: The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING: In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 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.

7.0 INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not

claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the

Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 this Contract 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: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 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 public utility 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 the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 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.

22.2 The 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.

23.0 AUDITS AND INVESTIGATIONS:

23.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

23.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

24.0 ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

25.0 SECURITY:

25.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

25.2 The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into

account the security situation in the country where the services are being provided;

- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

25.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

26.0 AUTHORITY TO MODIFY: Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses 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 provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Annex IV Scope of Services

Background

UNDP ELECT Project has a total of pool of 30 armored vehicles (Toyota Land Cruiser 100 and 200 series). The life span of each vehicle is 5 years under the UNDP Vehicle Maintenance Rules and Policies. On average, each vehicle runs 1200Km each month. The vehicles are required to be serviced after running 2500Kms.

To enable UNDP's access to a standard maintenance facility, UNDP is seeking to identify a company that can provide vehicle preventive maintenance and repair on Long Term Agreement.

Objective Services:

Provision of Vehicle service and maintenance for UNDP Compound B (Former ELECT Project) in Kabul and Regional offices.

Scope of the contract:

1. Maintain an adequate inventory of parts for the armored vehicle and have a satisfactory source of supply for such parts as may be needed in the performance of services.
2. UNDP ELECT has 1 x 20' volume of spare tires and 1 x 20' volume of spare parts. The provider properly keeps and uses these service parts for UNDP ELECT in the provider's compound.
2. The provider will avail the services of his workshop and give priority to provide UNDP vehicles with all necessary repair and maintenance.
3. Perform all services in a diligent, skillful and workmanlike manner in strict compliance with the provision of this TOR and the instruction of UNDP consistent with this TOR or respective contract.
4. The Provider shall keep and maintain up to-date records of all services rendered to UNDP's vehicles and shall remind UNDP on the next service schedule.
5. The Provider shall ensure that the mechanics for any repair works are skilled and sufficiently trained on armored vehicles. Apprentices or unskilled mechanics shall not carry out any major repairs on UNDP's vehicles.
6. Billing procedures shall be in accordance with the following:
 - a) The Workshop Manager will sign all Maintenance and Repair Orders; any additional services/repairs other than the work requested should be approved before the service takes place.
 - b) Immediately after completion of any service each driver shall receive an invoice, which would clearly identify the provided services.
 - c) The UNDP Logistics/procurement Unit shall receive a monthly statement from the vendor. The statement shall identify all preventative maintenance services completed by vehicle number and invoice number.
 - d) The statement total shall equal the sum of all invoices attached to the statement.
 - e) All invoices should display the vehicle number of the vehicle receiving services.

7. Payment will proceed on a monthly basis. The company shall invoice UNDP for all services performed in the previous month at the beginning of each calendar month.

8 Record keeping

All vehicles should have a complete history that includes documentation of all repairs, inspections, and other related maintenance activities. Service Providers shall keep individual files for each vehicle in the fleet that contain the following information:

- Completed I, II, and III level service/ inspection forms
- Work orders for repairs resulting from Preventive Maintenance inspections
- Work orders for as-needed repairs
- Forms indicating any other repairs, overhauls, or rehabilitations

Service Levels:

Periodic Inspection & Preventive Maintenance

The periodic inspections are designed to provide checks of all vehicle components, allowing adequate time for the repair of worn or broken parts. Inspection intervals should be determined based on the manufacture recommended mileage. Each successive inspection includes all of the elements of the previous inspection (e.g. the III level inspection has its own elements, as well as those from I and II level inspections.)

Vehicle Preventive Maintenance Programme will fall into three (3) levels of service:

- a. Service / Inspection Level I 2,500 Kilometers
- b. Service / Inspection Level II 10,000 Kilometers
- c. Service / Inspection Level III 20,000 Kilometers

Service Level I (Service to be performed every 2500 Kilometers)

- a) The engine oil to be drained from the crankcase and replaced with quality energy conserving 10-W30 SG/CC motor oil. Price to be based upon one gallon for 4-cylinder engine and two gallons for 6-cylinder engine. If additional oil is required, it is to be added to the invoice as a line item at the unit price quoted in the Price Schedule.
- b) The tires are to be checked for proper air pressure.
- c) A visual inspection for leakage, deterioration, or abnormal wear is to be made on the following components: drive belt(s), radiator and hoses, shock absorbers, exhaust system, and windshield wipers.
- d) A check of all fluid levels, including but not limited to radiator, power steering, brakes, transmission and windshield washer. Levels are to be topped off where necessary (Cost of fluids will be added to the invoice as a line item).
- e) All running and turning lights will be checked and corrected if needed. Cost of lamps will be added to the invoice as a line item.

During Service Level I, if Manufacturer indicates provisions for lubrication, chassis lubrication will be performed. The service will be an additional cost to service level I and is shown as a separate cost on the price schedule.

Service Level II (Service to be performed every 10,000 Kilometers)

- a) All items contained in service level I.
- b) The oil filter is to be replaced with a new filter that meets or exceeds the manufacturer’s recommendations
- c) A “Wheels Off” inspection of all four brakes and components.
- d) Tires are to be rotated according to the pattern set forth in the vehicle owner’s manual every 10,000 kilometers.

During service level II and if a provision for wheel bearings lubrication is indicated by manufacturer, wheel bearings are to be cleaned, inspected and repacked with quality energy conserving grease. This service will be an additional cost to service level II and is shown in the price schedule as a separate cost.

Service Level III (Service to be performed at 20,000 kilometers)

- a) All items contained in service level II.
- b) Furnish and replace wheel bearings grease, transmission and transfer oil. The parts used are to meet or exceed the manufacturer recommendations.

During service level III and if recommended by manufacturer and/or if requested, replace fuel filter (every 10,000).

Supplementary information required:

Indicate from the list below if the services are provided by the workshop or rendered by third party.

Complete motor overhauling
Complete gearbox overhauling
Electrical inspection and testing
A/C repair and gas filling
Fuel pump repair and overhauling
Inspection pit and/or lift jack
Car wash Wheel balancing and alignment
Body repair Towing services
Painting services others (if any)

ANNEX V TECHNICAL COMPLIANCE SHEETS

Bidders are required to complete the TCS and provide all the data as instructed in Annex.

N°	Description of the scope of services	Compliant? Just state Yes (Y) / or No (N)	Deviation Please explain if there is any deviation from the scope of services
1	Provision of Vehicle Maintenance Services as per the scope of Services provided in Annex- IV		
2	List of Technical staff (Workshop manager and Head mechanics and mechanics): The service Provider must have under their payroll the following staff: 1. One (1) workshop manager 2. Two Head mechanics 3. Four (4) Mechanics		
3	List of support staff (support staff): The service Provider must have under their payroll the following staff: 1. Two (2)Admin officer/assistant to keep record of vehicles repaired as per the instruction outlined in the TOR 2. Two (2)Finance/Accounting		
4	At minimum the service provider must have ten (10) laborers		
5	Parking area space: At any given time the services provider must have enough parking space for five (5) vehicles		

(In case of no deviations to the details and specification in Annex IV5: Technical Compliance Sheet, the bidder should state 'no deviations'.

Name of Bidder: _____

Authorised signature: _____

Name of Authorized signatory: _____

Functional Title: _____

Telephone No. _____

Email Address: _____

Signature: _____

Date: _____

Annex VI Price Schedule

Prices on a Long Term Agreement Basis for two years

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of three (3) years from the Effective Date of this Contract. 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.

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.

Price Schedule:

- a) Price schedule below includes both parts and labor for items (1-5) and labor charges only for items (6-13).

No	Type of service	Toyota Land cruiser VR 6 100 (Costing must be provided in AFN per Service Level)	Toyota Land cruiser 200 series (Costing must be provided in AFN per Service Level)	Optional Ford Explorer XLT 4X4 (Costing must be provided in AFN per Service Level)
1	Service Level I			
2	Service Level II			
3	Service Level III			
4	Chassis lubrication			
5	Wheel bearing grease/lubrication			
6	Complete motor overhauling			
7	Complete gear box Overhauling			
8	Replace of front and rear shock absorbers			
9	Replace of cover, clutch and Bearings			
10	Replace of brake pads and Shoes			
11	Replace of piston liner including drilling			
12	Replace of fuel filter			
13	Fuel pump repair			

(b) The price schedule shown below is for informational purposes or in the event additional service is required, which falls outside the scope of the service levels shown above.

No	Show Unit Pricing for Items below	Spare parts for Toyota Land cruiser VR 6 100 (unit cost AFN)	Spare parts for Toyota Land cruiser 200 series (Unit Cost AFN)
1	Fuel filter		
2	Oil filter		
3	Air filter		
4	Motor Oil		
5	Fan belt		
6	AC belt		
7	Transmission oil		
8	Timing belt		
9	Battery		
10	Shock absorber-front		
11	Shock absorber-rear		
12	Brake pads		
13	Brake fluid		
14	Disc cover		
15	Clutch disc		

(c) Optional Requirement

UNDP ELECT Project has Toyota Land Cruiser 200 series in the following regions.

- (1) Bamyan - 2 vehicles
- (2) Jalalabad – 4 vehicles
- (3) Mazar – 4 vehicles
- (4) Kunduz – 8 vehicles
- (5) Kandahar – 4 vehicles
- (6) Hirat – 6 vehicles

The service requirements are same as outlined in the TOR .

The bidder may provide separate price schedule for each UNDP Regional offices:
 [Indicate name of region]

No	Type of service	Toyota Land cruiser 200 series Costing must be provided in AFN per Service Level)
1	Service Level I	
2	Service Level II	
3	Service Level III	
4	Chassis lubrication	
5	Wheel bearing grease/lubrication	
6	Complete motor overhauling	
7	Complete gear box Overhauling	
8	Replace of front and rear shock absorbers	
9	Replace of cover, clutch and Bearings	
10	Replace of brake pads and Shoes	
11	Replace of piston liner including drilling	
12	Replace of fuel filter	
13	Fuel pump repair	

Annex VII Bid Submission Form

Must be duly completed by the Bidder and returned with the Bid

**To: United Nations Development Programme (UNDP Compound B)
Procurement Unit**

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 No. 659/2011 – vehicle preventive maintenance and repair on Long Term Agreement s of Long Term Agreement** 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 2000 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

Authorised Signature

Date:

Name of Authorised Signature (type or print)

Functional Title of Signatory

Annex VIII - Model Long Term AGREEMENT

This Long Term Agreement is made between the United Nations Development Programme Afghanistan, a subsidiary organ of the United Nations, having its main office at UNDP Afghanistan, Shah Mahmood Ghazi Watt, Kabul, Afghanistan, (hereinafter “UNDP”) and _____ (hereinafter called “Contractor”) with its headquarters at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of goods and services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Invitation to Bid[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such goods and services shall be at the discount prices listed in Annex VI. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

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

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7.This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8.This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____