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PLEASE READ CAREFULLY

| | CHECK LIST FOR COMPLETE BID SUBMISSION* | Provided | |
|---|--|----------|----|
| | | Yes | No |
| | Bid is properly sealed | | |
| | Language of Bid is as requested (English) | | |
| | HARDCOPY ONE (1) ORIGINAL AND TWO (2) COPIES | | |
| | DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE | | |
| | EACH ENVELOPE SHALL BE MARDED WITH "ITB No: AFG/01/2008 Long Term Agreement for the Supply and Delivery of IT equipments for UNDP Afghanistan" "COPY"OR ORIGINAL AS APPLICABLE | | |
| TECHNICAL ENVELOPE | | | |
| B | Bid submission Form | | |
| C | Contact details of Bidder | | |
| D | Completion fo Section 6: Technical Requirements | | |
| E | Catalogues for each item required in the Price Schedule | | |
| F | Details of manufacturer's quality assurance certification | | |
| G | Details of warranty: | | |
| H | Section 5: Detailed Price Schedule | | |
| *SEE BID DATA SHEET FOR COMPLETE DETAILS | | | |



INVITATION LETTER

Kabul, 18, March 2010

Subject: ITB No: UNDPAFG/2010/0037-Long Term Agreement for the Supply and Delivery of IT equipments for UNDP Afghanistan.

1) We hereby solicit your bid for supply and delivery of IT Equipments and accessories for UNDP Country Office, and UNDP Projects based on a long term agreement for an initial period of two years, 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:

| | |
|--|--------------|
| Instructions to Bidders | (Annex I) |
| Bid Data Sheet | (Annex II) |
| Special Terms and Conditions | (Annex III) |
| General Terms and Conditions | (Annex IV) |
| Bid Submission Sheet | (Annex V) |
| Technical Requirements | (Annex VI) |
| Price Schedule | (Annex VII) |
| Model Contract | (Annex VIII) |
| Acknowledgement Letter | (Annex IX) |

3) Bids in sealed envelopes must be delivered in **sealed HARDCOPY envelopes ONLY should reach the following address no later than 07th April 2010 at 15 00 hours Kabul time.**

Late bids shall be rejected. Please take into sufficient consideration for shipping the documents.

**Procurement Unit
UNDP Country Office
Shah Mahmood Ghazi Watt, Kabul-Afghanistan.**

The ITB is split into seven (2) separate lots with each lot having an independent technical requirements and price Schedule. Bidders may submit bid for one or all lots. **Each lot will be evaluated separately and UNDP reserves the right to enter into long term agreement with more than one company per lot.**

| Lot No. | Description |
|---------|-------------------------------|
| 1 | Printers/Copiers/Scanners/Fax |
| 2 | IT Accessories |

Procurement Unit



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

4) Your submission will be considered upon the provision with this ITB the following, failure in providing the requested documents may grounds for disqualification of the bidder.

- Organization Profile
- Financial Statement

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

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

The recipients of this ITB are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP Country Office Afghanistan by completing the Annex VI acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to **[tamim.yousefzai@undp.org]** within five days after receipt of this ITB.

Failure to submit the acknowledgement letter may result in the bid being rejected



SECTION 1: INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** The UNDP invites Sealed Bids for the supply and delivery of IT equipments based on Long Term Agreement arrangements.
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 5, 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 shall 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.

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 Section 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 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 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. |

F. Award of Contract

24. **Award Criteria:** The UNDP will Issue the 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.
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 7 (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.

I. Long Term Agreement

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:

1. 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 in the form attached hereto as the "Model Long Term Long Term Agreement for the Provision of Goods and/or Services to The United Nations Development Programme".
2. 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 one/two years from entry into effect of the Long Term Agreement
3. 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.
4. 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."



SECTION 2: BID DATA SHEET

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

| | |
|---|--|
| Requests for additional \ Information (clause 5) | Must be received by 28 th March 2010 |
| 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: Bid (submitted in 1 original and 2 copies of the Bid and two copies of any descriptive literature and supporting documentation)</p> <p>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, D, E, F,G and H you are required to use the dedicated schedules contained in this ITB.</p> <p>The Technical Envelope shall Contain items A, B, C, D, E, F ,G, and H below:</p> <ul style="list-style-type: none"> A. Cover letter (optional); B. Bid Submission Form: Fully completed and duly authorised; C. Contact details of Bidder (address, tel./fax, e-mail, contact person), and manufacturer; D. Section 6: Technical Requirements (Technical Compliant Sheets) fully completed, one Schedule per offered item including non-compliance describing deviations from the specifications or the international standards listed therein: fully completed one schedule per offered item, with individual references to relevant sections of technical specifications. Only deviations approved in writing before award of contract shall be accepted. For every individual item offered, there shall be specific mention of every Standard that applies; in the case of no deviations, the Bidder should state “NO DEVIATIONS “ and sign the schedule E. Catalogues for each item required in the Price Schedule clearly number and cross referenced with the Price Schedule F. Details of manufacturer’s quality assurance certification, standards and programme including installation arrangement if and when applicable G. Details of warranty: scope, validity, address of service representative for after sales warranty repair/replacements; H. Section 5: Detailed Price Schedule sheets: Fully completed and duly authorised <p>All submittals shall bear seal/markings/signature of Bidder</p> |



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

| | | |
|--|--|--|
| | N.B. Incomplete Bids may be deemed non-responsive at the discretion of UNDP. | |
| Bid Validity Period: (clause 12) | 120 days. | |
| Bid security: (clause 13) | Not Required | |
| Sealed Bids to be received at / Bids to be marked: (clause 15) | UNDP-Afghanistan Shah Mahmood Ghazi Watt Kabul, Afghanistan | “ATTENTION: “ PROCUREMENT UNIT SEALED BID NO. DEADLINE: 07 th April 2010 AT 15.00 Kabul Time NOT TO BE OPENED BY REGISTRY |
| Deadline for Submission of Bids: (clause 16) | 07th April 2010 at 15.00 hours (Kabul time). | |
| Samples (clause 20) | Not applicable. | |



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| Bid Opening Date (clause 21) | 08th April 2010 at 10.AM (Kabul time). UNDP Country Office Afghanistan-Procurement Unit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|-----|----------------|----------|--|-----|----|--|------------------------|--|--|--|---|--|--|--|---------------------------|--|--|----------|---------------------|--|--|----------|---------------------------|--|--|----------|---|--|--|----------|---|--|--|----------|---|--|--|----------|----------------------|--|--|----------|------------------------------------|--|--|
| Preliminary Examination (clause 23) | <p>Bidders must satisfy ALL Criteria below to be admitted to Evaluation.</p> <table border="1" data-bbox="560 562 1312 1073"> <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></td> <td>Bid is properly sealed</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Language of Bid is as requested (English)</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Technical Envelope</td> <td></td> <td></td> </tr> <tr> <td>B</td> <td>Bid submission Form</td> <td></td> <td></td> </tr> <tr> <td>C</td> <td>Contact details of Bidder</td> <td></td> <td></td> </tr> <tr> <td>D</td> <td>Completion of Section 6: Technical Requirements</td> <td></td> <td></td> </tr> <tr> <td>E</td> <td>Catalogues for each item required in the Price Schedule</td> <td></td> <td></td> </tr> <tr> <td>F</td> <td>Details of manufacturer's quality assurance certification</td> <td></td> <td></td> </tr> <tr> <td>G</td> <td>Details of warranty:</td> <td></td> <td></td> </tr> <tr> <td>H</td> <td>Section 5: Detailed Price Schedule</td> <td></td> <td></td> </tr> </tbody> </table> | | Basic Criteria | Provided | | Yes | No | | Bid is properly sealed | | | | Language of Bid is as requested (English) | | | | Technical Envelope | | | B | Bid submission Form | | | C | Contact details of Bidder | | | D | Completion of Section 6: Technical Requirements | | | E | Catalogues for each item required in the Price Schedule | | | F | Details of manufacturer's quality assurance certification | | | G | Details of warranty: | | | H | Section 5: Detailed Price Schedule | | |
| | Basic Criteria | | | Provided | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Yes | No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Bid is properly sealed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Language of Bid is as requested (English) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Technical Envelope | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B | Bid submission Form | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C | Contact details of Bidder | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D | Completion of Section 6: Technical Requirements | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E | Catalogues for each item required in the Price Schedule | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F | Details of manufacturer's quality assurance certification | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| G | Details of warranty: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| H | Section 5: Detailed Price Schedule | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Evaluation of Bids: (Clause 24) | <p>Bids will be evaluated on the following basis:</p> <ol style="list-style-type: none"> 1. Compliance with terms and conditions of the ITB including required submissions 2. Compliance with technical specifications. <p>Each bidder must complete the attached Technical Data Schedule conformity sheets for Technical Evaluation. (See Technical Data Schedule sheets)</p> <p>The acceptable delivery times are 3-5 weeks to UNDP Afghanistan Kabul (DDU-Kabul). Longer delivery may be considered, if in interest of UNDP.</p> <p><u>If a bidder does not quote a price DDU Kabul , UNDP reserves the right at its discretion not to consider the bid or to obtain a cost estimate for transportation from UNDP's appointed freight forwarder. That freight cost shall be added to the supplier total Price; UNDP reserves the right to award the contract on DDU basis.</u></p> <p>To this end for comparison purposes, freight charges will be calculated based on supplier's bid statements regarding weight/volume. Selected supplier(s) will be required to pay for any additional freight charges should UNDP decide to appoint its own freight forwarder and the actual weight/volume exceed the initial bid statement.</p> <p>Phased deliveries within this time period are acceptable. Longer delivery may be considered, if in interest of UNDP.</p> <p>The lowest evaluated price that is technically fully compliant will be considered for</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



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| | award. Between like priced evaluated offers, differences in quality will be considered. Preference may be given to Bids offering additional features at no extra cost with a view to standardisation of supplies, as well as overall economy and efficiency. |
| Final quantities required: (clause 26) | UNDP does not warrant that any quantity of goods or services will be purchased. |
| Delivery terms: (clause 30) | DDU- Kabul (Incoterms 2000) |
| 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 bidding is allowed, i.e. Bidders are permitted to bid for each Lot separately. However Bidders shall not submit incomplete bid within each Lot, that is each Lot technical and financial information shall be provided in their entirety. |
| All communication must be directed to UNDP/Afghanistan officer: | Name: Procurement Unit e-mail: tamim.yousefzai@undp.org Fax: +873 763 468 836 |
| Subsequent Orders/Deliveries | In the interest of the organisation, UNDP reserves the right to approach one or more of the suppliers having been awarded a purchase order/contract as a result of this ITB and negotiate directly a Long Term Agreement for the supply of items included in this ITB to cater to the future requirements of UNDP to be extended during the following 12 months. |
| Company Information: | Bidders not registered in the United Nations Global Marketplace are encouraged to do so. For information on registration procedures, please see http:// www.ungm.org |



SECTION 3: SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions shall supplement the General Terms and Conditions (GTC) of UNDP Purchase Orders (Section 3). Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

| | |
|--|--|
| Performance Security (clause 29 of ITB) | Not Required |
| Export Licences: (Supplements clause 5 of GTC) | Obtaining timely export licences is the responsibility of the supplier. This applies equally to purchase on DDU basis. |
| Payment Terms | <p>Payment will be processed within 30 days against supporting documentation and after issuance of receipt and acceptance certificate by UNDP.</p> <p>The provisional acceptance by the UNDP shall be supported by certificate of safe receipt of goods in compliance with the Purchase Order, signed by the consignee. Provisional acceptance shall be given by UNDP no later than 28 days after delivery DDU.</p> <p>If agreed in advance and where only parts of the goods have been delivered, the above payment instalments shall be calculated on the value of the goods that have been shipped, and after the safe receipt of goods.</p> <p>Alternative Terms of Payment may be negotiated with the successful Bidder(s), only in the case of special circumstances.</p> <p>UNDP does not accept Letter of Credit terms; payment shall be made by direct bank transfer to supplier's nominated Bank account.</p> <p>It is not the policy of UNDP to approve advance payments.</p> |
| Related Services Required (Supplements Clause 7 of GTC) | As stipulated in the General Terms and Conditions, the supporting documents shall include standard shipping documents, as well as satisfactory inspection report, if applicable, issued by a neutral inspection agency to be appointed by UNDP. |
| Special Transport, Insurance, Packaging or Warranty Requirements | <p>Warranty: Supplier must provide it. (State requirements on warranty procedure for carrying out replacement/repairs in Afghanistan, nearest local agent etc...)</p> <p>See also Section 7, General Terms & Conditions, Clause 8 and Section 6, Technical Requirements.</p> |



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| (Supplements Clause 8 of GTC) | Shipping marks, Packing List and other markings. Suppliers are informed that UNDP requires detailed and shipping marks, packing lists and other markings for goods purchased for UNDP in order to enable border inspections. Certificates of Origin: Certificates of origin must be provided with the goods. |
| Insurance | The Supplier shall cover insurance costs. |



SECTION 4: GENERAL TERMS AND CONDITIONS

- 1. GOODS AND SERVICES DEFINED:** Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Supplier is required to supply under this Purchase Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Purchase Order.
- 2. ACCEPTANCE OF THE PURCHASE ORDER:** This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorised official of UNDP.
- 3. TAX EXEMPTION:** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise UNDP exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure. Accordingly, the Supplier authorises 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 authorised 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 authorised.
- 4. TRADE TERMS:** Whenever an INCOTERM is used in this Order it shall be interpreted in accordance with the INCOTERMS 2000.
- 5. EXPORT LICENSES:** Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export license(s) required for the goods.
- 6. PAYMENT:** Payment by UNDP does not imply acceptance of goods nor of any related work or services under this Order. UNDP shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of commercial invoice, proof of dispatch and other supporting documents specified in this Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order. Provided payment is made within the period required by such payment terms. Unless authorised by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number. The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.
- 7. INSPECTION AND ACCEPTANCE:** All goods shall be subject to inspection and testing by UNDP or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNDP. If any inspection or test is made on the premises of the Supplier or its supplier, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve the Supplier from responsibility for non-conforming goods nor impose liabilities on UNDP therefor. The Supplier shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNDP. Records of all inspection work by the Supplier shall be kept complete and made available to be inspected in this Order. Copies of all material certifications and test results are to be submitted to UNDP upon request.
- 8. FITNESS OF GOODS INCLUDING PACKAGING:** Supplier warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Supplier by UNDP. Supplier warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless specified otherwise in this Order, the Supplier warrants and certifies that it will repair or replace without expense to UNDP or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of twelve (12) months from the date such goods are delivered to and accepted at the final destination indicated in the Purchase Order, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.
- 9. AFTER SALES SERVICE:** The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from UNDP or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.
- 10. INDEMNIFICATION:** The Supplier shall indemnify, hold and save harmless and defend at its own expense UNDP, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or its personnel or others responsible to the Supplier in the performance pursuant to this Order.
- 11. INTELLECTUAL PROPERTY INFRINGEMENT:** The Supplier warrants that the use or supply by UNDP 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.
- 12. FIRE AND EXTENDED COVERAGE INSURANCE:** At all times prior to delivery, the Supplier shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Order in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Supplier and UNDP as their interests may appear.
- 13. VARIATION IN QUANTITIES:** The quantities specified in this Order must not be exceeded or decreased without the prior written authorization of UNDP.
- 14. CHANGES:** UNDP may at any time by written instruction make changes within the general scope of this Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Order shall either be amended or terminated or reissued accordingly. Any claim for adjustment under this paragraph must be asserted within thirty (30) days

- from the date of receipt by the Supplier of the notification of change: providing, however, that UNDP may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Order. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 23. However, nothing in this Clause shall excuse the Supplier from proceeding with the Order as changed. No modification of or change in the terms of this Order shall be valid or enforceable against UNDP unless it is in writing and signed by a duly authorised representative of UNDP.
- 15. TERMINATION FOR CONVENIENCE:** UNDP may terminate this Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNDP to the Supplier except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNDP may request the Supplier to complete. To the extent that the computation of such payment due from UNDP may not make the Supplier whole in respect of termination under this provision, the Supplier may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 13 above.
- 16. REMEDIES FOR DEFAULT:** In case of failure by the Supplier to perform according to this Order, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNDP 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: (1) procure all or part of the goods from other sources, in which event UNDP may hold Supplier responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Order; (4) require Supplier to ship via premium means, at Supplier's expense, to meet the delivery schedule; (5) impose liquidated damages.
- 17. LIQUIDATED DAMAGES FOR DELAY:** Subject to Clause 18, if the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of five-tenths percent (0.5) percent per week of delay up to a maximum of ten (10) percent of the value of this Purchase Order.
- 18. FORCE MAJEURE:** Notwithstanding the provisions of Clauses 16 and 17, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under this Order is the result of an event of Force Majeure. For purposes of this Order, Force Majeure is defined as an event beyond the control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.
- 19. SOURCE OF INSTRUCTION:** The Supplier shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance pursuant to this Order. The Supplier shall refrain from any action which may adversely affect UNDP.
- 20. OFFICIALS NOT TO BENEFIT:** The Supplier warrants that no official of UNDP has received or will be offered by the Supplier any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Order or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Order.
- 21. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP:** Unless authorised in writing, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNDP or use the name (or any abbreviation thereof), emblem or official seal of UNDP for advertising or for any other purpose.
- 22. ASSIGNMENT AND INSOLVENCY:** The Supplier shall not, except after obtaining the prior written approval of UNDP, assign, transfer, pledge or make other disposition of this Order or any part hereof or any of the Supplier's rights or obligations under this Order. Should the Supplier become insolvent or should control of the Supplier change by the virtue of insolvency, UNDP may, without prejudice to any other right or remedy, terminate this Order by giving the Supplier written notice of such termination.
- 23. SETTLEMENT OF DISPUTES:**
- Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
 - Arbitration: Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
- 24. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Order shall be deemed a waiver of any of the privileges and immunities of UNDP.
- 25. CHILD LABOUR:** The Supplier represents and warrants that neither it nor any of its affiliates is engaged in an 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.
- 26. MINES:** The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilised in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980. Any breach of this representation and warranty shall entitle UNDP 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.



SECTION 5: BID SUBMISSION SHEET

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

To: UNDP/Afghanistan
Shah Mahmood Ghazi Watt
Kabul, Afghanistan

Dear Sir/Madam,

Having examined the above referenced Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Section 6 (Supply Requirements) of this ITB in conformity with the said Bidding documents as may be ascertained in accordance with the Price Schedule Sheet attached herewith and made part of this Bid.

If our Bid is accepted, we declare that we have the stock of goods available to fulfil this contract¹, and we undertake to deliver the goods in accordance with the requested delivery terms and schedule specified in the Bidding Documents.

We understand that if our bid is successful, it does not oblige UNDP to spend any monies whatsoever. Provided that a purchase order is issued by UNDP within the two years or three years period of the Contract as applicable, the undersigned hereby offers, subject to the terms of such purchase order, to furnish any or all items at the prices offered and to deliver same to the designated point(s) within the delivery time stated in the price schedule attached to this form.

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

Name of Bidder

Address of Bidder

Authorised Signature

Date:

Name of Authorised
Signature (type or print)

Functional Title of
Signatory



SECTION 6: TECHNICAL REQUIREMENTS

Technical Compliance Sheet (TCS) to be completed by Bidders

Bidders are required to provide all the data as per the following requirements. Failure to provide any or part of the items within each lot thereof may result in the Bid being rejected

Lot III: Printers/Copiers/Scanners/Fax

| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|--|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| Printer Black/White (Workgroup A4/legal - HP LaserJet 4015 X) 3 Years warranty for parts only | <ul style="list-style-type: none"> • B/W 45 ppm • Duplex module • Network Card Additional tray is not required | | | | |
| Printer Black/White (Workgroup A4/legal - HP LaserJet 3005DN) 3 Years warranty for parts only | <ul style="list-style-type: none"> • B/W 30 ppm • Duplex module • Network Card • Additional paper tray | | | | |
| Printer Color (Workgroup A4/legal - HP Color LaserJet | <ul style="list-style-type: none"> • B/W 22ppm • Color 22ppm • Duplex module • Network Card | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|---|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| CP3525X) 3 Years warranty for parts only | <ul style="list-style-type: none"> • Additional paper tray | | | | |
| Printer Black and White (Workgroup A4/legal - HP Color LaserJet P2055DN) 3 Years warranty for parts only | <ul style="list-style-type: none"> • B/W 27ppm • Duplex module • Network Card • Additional paper tray | | | | |
| HP Color LaserJet CP1515N 3 Years warranty for parts only | <ul style="list-style-type: none"> • Color 8 ppm • Duplex module • Network Card • Additional paper tray | | | | |
| Printer Black/White (Personal- HP LaserJet 1505) 3 Years warranty | <ul style="list-style-type: none"> • B/W 24ppm • 600 x 600 dpi resolution | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|---|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| for parts only | | | | | |
| Sharp Multifunction Copier B/W (AR-M451U/N) | Type: Console Engine Speed: ax. 45 cpm/ppm Paper Size: Max. A3, min. A5R Paper capacity*13 Standard: 500 sheets, maximum: 3,100 sheets Warm-up time:less than 80 sec. First copy time*1 4.4 sec. (document glass), 5.3 sec. (DSPF) Memory: Standard 128MB, max. 384MB, 40GB HDD*2 Power requirements:220 to 240 Power Consumption(max.): AC voltage 10%, 50 Hz 1.85 kW Dimensions:824 x 665 x 1,127 mm Approx. 100 kg including developer and controller board Copier: Max. A3 Max. 999 copies | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>Write: 600 x 600 dpi 2 levels 25 to 400% (25 to 200% using DSPF) in 1% increments 10 ratios (5R/5E) Auto paper selection, auto magnification selection, XY zoom, paper type selection, auto tray switching, rotation copy, electronic sorting, copy auditing (500 accounts), pre-heat/auto power shut-off modes, network tandem copy, book copy, margin shift, edge/centre erase, dual page copy, cover/transparency insertion, multi-shot (4-in-1, 2-in-1), card shot, pamphlet copy, 2-sided copy orientation change, job build, B/W reverse, mirror image, duplex copy, toner save mode, reserved copy, rotation sort, job programme, irregular original/paper size input, stamps (date, character, page)</p> <p>Network Printer (optional AR-NC7 or N Network Printer</p> | | | | |



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| | | Yes | No | | |
| | (optional AR-NC7 or NC8 required for AR-M451U)C8 600 dpi, 1200 dpi equivalent (with smoothing) IEEE 1284, USB 2.0 (Windows® 2000/XP only, used as USB 1.1 for Windows® 98/98SES/Me/2000/XP), 10Base-T/100Base-TX (RJ45 Ethernet; AR-M451N standard, AR-M451U optional) Windows NT® 4.0, Windows® 2000, Windows® 2003 Server, Windows® XP, Windows® 95/98/Me, Mac OS 8.6 to 9.2.2, Mac OS X 10.1.5, 10.2 to 10.2.8 (except 10.2.2), 10.3 to 10.3.3 TCP/IP, IPX/SPX (Netware), NetBEUI, Ether Talk (AppleTalk) Standard: PCL 6/5e Option*7: PS3 emulation 80 fonts for PCL, 136 fonts for PS3 emulation*7 Network tandem print, | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|---|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | RIP Once/Print Many, direct PDF/TIFF printing, job retention (print hold, proof print, confidential print), carbon copy print, duplex print, printer administration utility & status monitor, IP/MAC address filtering and port/protocol management, font and form download, pamphlet style, binding edge, N-up (2/4/6/8/9/16), paper/output tray selection, cover/chapter insertion, transparency interleave, fit to page, watermarks, offset output, form overlay, print auditing, auto configuration, barcode compatibility | | | | |
| Multifunction SHARP Copier Machine MX-2600N/MX-3100N (Color / Black-and-white) | MX-2600N/3100N Includes multi-tasking controller, 80 GB HDD with document filing system, PCL®5c/PCL6 network printing, network scanning, 100-sheet RSPF, Auto-duplex, two 500-sheet paper drawers and 100-sheet bypass. | | | | |



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| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>Black and color developer is included in the box.</p> <p>Functions: Copy, print, network print, network scan, document filing and fax1</p> <p>Copy System: Dry electrostatic transfer/Dual component developer/Magnetic brush development/OPC drums/Heat Roller fusing/Xenon lamp exposure</p> <p>Copy Speed: MX-2600N: 26 ppm B&W/Color (8 ½"x 11")</p> <p>MX-3100N: 31 ppm B&W/Color (8 ½"x 11")</p> <p>Multiple Copy: Max. 999 copies</p> <p>First Copy time: Platen glass: 6 seconds (B&W); 8.9 seconds (color) RSPF: 10.7 seconds (B&W); 13.5 seconds (color) (Based on letter size original using copy tray 1</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>with laser unit motor running)2</p> <p>Warm Up Time :60 Seconds or less2</p> <p>Scan Speed Copy mode: Up to 50 OPM (B&W) @ 600 x 400 dpi; Up to 36 OPM (Color) @ 600 x 600 dpi.</p> <p>Network Scan: Up to 50 OPM (B&W or Color) 200 x 200 dpi.</p> <p>All times based on single-side letter originals.</p> <p>Paper Feed System Standard: (2) 500-sheet paper drawers (letter/legal/ledger/state ment size) and 100-sheet bypass tray (letter/legal/ledger/state ment/ Envelope size).</p> <p>Optional: (1) 500-sheet paper drawer letter/legal/ledger/state ment size)or (2) 500-sheet paper drawers (letter/legal/ledger/state ment size) and 3500-sheet large capacity tray (letter size). See your local</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>dealer</p> <p>For configurations.</p> <p>Paper Types Paper drawers:</p> <p>16 lb. bond -110 lb. index, large capacity tray:16-28 lb. bond.</p> <p>Other paper types include plain, pre-printed, recycled, Pre-punched, letterhead and color paper. Bypass Tray: 16-28 lb. bond (plain paper), 13-16 lb. bond (thin paper), 110-140 lb. index (heavy paper), 20-24 lb. bond (Monarch/Com-10 envelope), tab paper (letter Size only). Other types include label paper, gloss paper, pre-printed, Recycled, pre-punched, letterhead, color paper and OHP film.</p> <p>Duplexing :Standard automatic duplex copying and printing</p> <p>Interface: RJ-45 Ethernet (10/100/1000Base-T), USB 2.0 (host port),USB 2.0 (device port)</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>Memory: Standard 1 GB (copier); 512 MB (printer/network scanning) memory</p> <p>Hard Disk Drive: 80 GB; 38GB for document filing system and electronic sorting</p> <p>Copy Resolution Scan: B&W/color: 600 DPI; Copy Output: B&W/color: 600 DPI</p> <p>Color modes: Auto Color Control (ACS), Full Color Mode, Monochrome (B/W), 2 Color Mode, Single Color mode</p> <p>Exposure Control Modes: Automatic Text, Text/Photo, Text/Printed-Photo, Printed-Photo, Photo, Map, Pale-Color document. Settings: Auto exposure control or 9 step manual exposure.</p> <p>Copy Features : Scan-Once Print-Many, electronic sorting, offset-stacking, Auto</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>Color Sensing (ACS), Auto Paper Sensing (APS), Auto Magnification Sensing (AMS), auto tray switching, rotation copy, reserve copy, tandem copy, book copy, margin shift, tab-paper insertion, edge erase, center erase, dual page copy, cover pages, insert pages, OHP insertion, job build, card shot, multi-page enlargement, reverse image, black-white reversal, centering, proof copy, 2-in-1/4-in1, pamphlet, photo repeat, document filing, account Management, job programs, date/character/page stamp (color).</p> <p>Account Control: Up to 1000 users. Supports user-number authentication (on device), login name/password (on device) or login name/password (on device via LDAP Server) for Copy, Print, Scan, Fax and</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>document management.</p> <p>Output Tray: Main output tray (top) 500 sheets (face down); optional eject tray</p> <p>Capacity : (right 1 side) 100 sheets (face down)</p> <p>Firmware Management: Flash ROM with local (USB), network update capability and firmware update 1 to N with PAU (Printer Administration Utility)</p> <p>Configuration Method: Web-based management system with user/administrator level login</p> <p>Method security, cloning (1 to N) with PAU and remote front panel access</p> <p>Network Printing System(standard)</p> <p>PDL PCL® 6/PCL5c compatible, optional Postscript 3, optional XPS</p> <p>Resolution 1200 dpi, 600 dpi</p> <p>Print Speed 26/31 pages per minute (8 ½" x 11")</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>Print Drivers: compatible with all OS.Features Continuous printing, duplex printing, pamphlet printing, N- up printing, image rotation, different cover page/last page, transparency inserts, tab printing, carbon copy print mode, fit-to- page, poster print, margin shift, mirror image, watermarks, overlay, confidential print, confidential batch print, print hold, proof print, bypass printing, job priority printing, print job control, tandem printing and direct printing (Note: some features not Available on certain print drivers). Direct Printing File Types: TIFF, JPEG, PCL, PRN, TXT, PDF, Encrypted PDF, Postscript and XPS1 Methods: FTP, Web page, E-mail and USB memory Resident Fonts 80 outline fonts Interface RJ-45 Ethernet 10/100/1000</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <p>Base-T Operating Systems Windows 98/ME, NT 4.0, XP, 2003/2008 Server, Vista, Novell® Netware® 3x, 4x, 5x, MAC OS 9, OSX (including 10.5.1), Sun® OS 4.1x, Solaris® 2x, Unix®, Linux® and Citrix® (Metaframe, Presentation Server 4, 4.5) and Windows Terminal Services. Network Protocols TCP/IP (IPv4, IPv6, IPSEC) SSL (HTTP, IPP, FTP), SNMPv3, 802.1x for Windows and Unix. LPD and LPR for UNIX. IPX/SPX® for Novell environments. Ether Talk® and NetBEUI. AppleTalk® for Macintosh® environments. Printing Protocols LPR, IPP, IPPS, PAP, RawTCP (port 9100), FTP and Novell Pserver/Rprinter Network Security IP/Mac address filtering, protocol filtering, port management, user</p> | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | Authentication and document administration. Security Standards IEEE-2600, DoD (NSTISSP) #11, DoD Directive 8500.2, DoD (DISA) Network Scanning system(standard) Max Original Size 11" x 17" Optical Resolution 600 DPI Output Modes 600 dpi, 400 dpi, 300 dpi, 200 dpi, 100 dpi Scan Modes Color, monochrome, grayscale Image Formats Monochrome: TIFF, PDF, Encrypted PDF, XPS Color: Grayscale, Color TIFF, JPG, PDF, Encrypted PDF, XPS Internet Fax: TIFF-FX, FIFF-F, TIFF-S 1 Image Monochrome Scanning: Uncompressed, G3 (MH), G4 (MR/MMR) Compression Color/Grayscale: JPEG (high, middle, low) Internet Fax mode: MH/MMR (option) Scan Destinations E- | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | mail, Desktop, FTP, Folder (SMB), USB, Internet fax (option), Super G3 fax (option) One-touch Destinations Up to 999 (combined scan destinations) Group Destinations Up to 500 Programs 48 (combined) Max. Jobs in Memory Up to 94 Network Protocols TCP/IP and SSL (includes HTTP, SMTP, LDAP, FTP, POP3), SMB, ESMTTP and 802.1x. Network Security E-mail server user authentication for LDAP and Active Directory Software Sharp desk® desktop document management software (1 user license) Max. A3 print or higher Power requirements:220 to 240 50 Hz/60 Hz | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|---|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| Professional Finisher with Booklet Maker | 500-sheet top tray, 1,500-sheet stacker tray, 2/4- or 2/3-hole punching, multi-position stapling, saddle stitch booklet maker, v-folding; Convenience Stapler | | | | |
| Document Scanner (Canon DR2580C) 3 Years warranty for parts only | <ul style="list-style-type: none"> • ADF Scanner + Flatbed • Max Paper size (Legal) • Speed – 50ppm • Duplex support • Color (24 Bit) Greyscale (256 Level) | | | | |
| Fax machine (Canon L160) 3 Years warranty for parts only | <ul style="list-style-type: none"> • Laser • Fax, Copy • Speed – 6cpm • Super-G3 | | | | |



Lot IV: IT Accessories

| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|--|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| UPS for Desktop Computer | APC Smart UPS 1000 VA (BR500I) | | | | |
| UPS for Server | APC Smart UPS 3000 VA | | | | |
| Flash disk | Kingston Data Traveler II (4GB) | | | | |
| Power Stabilizer for Desktop | Stavol 2 KVA | | | | |
| Power Stabilizer for Heavy duty machine | Stavol 5 KVA | | | | |
| External hard disk drive | Western Digital (1000 GB) | | | | |
| External hard disk drive | Western Digital (500 GB) | | | | |
| External hard disk drive | Western Digital (250GB) | | | | |
| External DVD writer | Sony DRX-S70U-R | | | | |
| LCD Projector for Meeting Room (VPL-PX41) | Lamp 265W UHP: LMP-P260 <ul style="list-style-type: none"> Screen coverage 40 to 300 inches: (viewable area, measured diagonally) | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | Brightness 3500 ANSI lumen <ul style="list-style-type: none"> • Projection system 3 LCD panels, 1 lens projection system • LCD panel 0.99-inch p-Si TFT Sony 3LCD Panel with Micro Lens Array 2,359,296 pixels (786,432 pixels x 3) • Projection lens 1.3 times zoom lens, from F1.7 to 2.3, from f37.6 to 48.8 mm • Throwing distance • Screen diagonal in inches Throwing distance in mm • 40-inch 1490 to | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|---|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | 1890 mm <ul style="list-style-type: none"> • Colour system PAL, SECAM, NTSC, NTSC 4.43, PAL-M, PAL-N • Resolution video 750 TV lines • Resolution RGB 1024 x 768 pixels Inputs/Outputs <ul style="list-style-type: none"> • Composite video Phono type • Input A/B (RGB/Component) HD D-sub 15-pin (female) • Input C (digital RGB) DVI-D (TMDS) etc Accessories <ul style="list-style-type: none"> • All accessories | | | | |
| LCD Projector Portable (Sony VPL-MX25) | <ul style="list-style-type: none"> • sleek & stylish – the ultimate projector | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------|--|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | <ul style="list-style-type: none"> The VPL-MX25 projector is the flagship model in Sony's portable projector range. It is visually impressive and also boasts an impressive array of features and technologies. This projector incorporates Sony's innovative BrightEra™ technology, delivering a Colour Light Output of 2500 ANSI lumens and excellent picture quality at XGA resolution. Built-in wireless connectivity eliminates the need for computer cables. The user experience is further | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|------------------------|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | enhanced by a built-in file viewer, supporting Microsoft PowerPoint®, Excel®, Windows Media® video (WMV) and JPEG file formats, enabling presentations to be made directly from a USB storage device. The projector also has an embedded Windows Media Player™ which supports streaming from PC, network or USB storage device. | | | | |
| LCD Screen | Standard | | | | |
| Microphone Headsets | Standard | | | | |
| Keyboard | Dell USB Keyboard | | | | |
| Optical Mouse | Dell USB 2-Button Entry | | | | |



| Item | Description | Technical Compliance | | Deviation | For UNDP use only |
|-----------------------|---|----------------------|----|-----------|-------------------|
| | | Yes | No | | |
| | Mouse with Scroll | | | | |
| Digital sender | HP 9250c Digital Sender | | | | |
| Printer/Copier Toners | All kind of Tonner for printers and copiers as required | | | | |
| Blank CD and DVD | CD-R, CD-RW, DVD-R, DVD+RW | | | | |
| Wireless Router | LinkSys WRT54G | | | | |



SECTION 7: PRICE SCHEDULE

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of two (2) 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. UNDP may wish to prior to the expiry date of the validity period; to extend and agree on new prices for ordering supplies for an additional period. The Supplier shall provide prices that are competitive.
3. If market prices under this contract should decrease such decrease will be reflected in the prices from the Supplier to UNDP.
4. All costs/unit prices must be exclusive of customs, taxes and duties.
5. UNDP has the right opt out for any suitable freight and insurance charges related thereto, and if deems necessary reimburse the Supplier of these items at actual substantiated costs.
6. UNDP does not warrant that any quantity will be purchased during the term of this Agreement.

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 REN-NEGOTIATIONS:

1. UNDP may request the Supplier, and the Supplier shall agree, to negotiate in good faith the prices set out in this contract, should the market prices provided by the Supplier under this agreement change since the prices were last agreed by the Parties and thereby placing UNDP in a less favourable position with Supplier compared to the existing market prices, as evidenced by indices generally accepted in the national and international fuel market. Such request for re-negotiation shall be made no more frequently than once every year.
2. Within thirty (30) days of any such request, the Parties shall finalise negotiations regarding an adjustment to reasonably reflect change in fuel unit rate prices. Such adjustment shall be set out in a modification to the Contract and shall take effect upon signature of a contract amendment by both Parties to that effect.
3. If the Parties are unable to agree upon re-negotiated prices on a competitive basis within thirty days of notification of the request to re-negotiate, the Parties may elect to continue the arrangement upon the tariffs/rates then in effect or to have the question of competitiveness settled by arbitration in accordance with Section 16.2 of the General Terms and Conditions.

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



Summary of Price Schedule

| Lot No. | Description | Total Price USD (DDU Kabul) |
|----------------|-------------------------------|--|
| 1 | Printers/Copiers/Scanners/Fax | |
| 2 | IT Accessories | |



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

| No | Description | Air Freight DDU Kabul Airport | | | | |
|------------------------------------|------------------------------|-------------------------------|------------------|----------------------------------|--------------------------|----------------------------------|
| | | Estimated Quantity | Unit Price (USD) | Transportation cost per item USD | Total Price per item USD | Required Delivery Period (Weeks) |
| Lot I- Printers/Copiers/Fax | | | | | | |
| 1.1 | Printer Black/White (4015) | 100 | | | | 3-5 |
| 1.2 | Printer Black/White (3005dn) | 100 | | | | 3-5 |
| 1.3 | Colour Printer (CP3525) | 50 | | | | 3-5 |
| 1.4 | Colour Printer (P2055dn) | 50 | | | | 3-5 |
| 1.5 | HP Colour Laserjet (CP1515N) | 50 | | | | 3-5 |



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

| No | Description | Air Freight DDU Kabul Airport | | | | |
|--------------------------|---|-------------------------------|------------------|----------------------------------|--------------------------|----------------------------------|
| | | Estimated Quantity | Unit Price (USD) | Transportation cost per item USD | Total Price per item USD | Required Delivery Period (Weeks) |
| 1.6 | Printer Black /White (Personal-1505) | 50 | | | | 3-5 |
| 1.7 | Multifunction Copier Black/White with sorter AR-M451 U/N | 50 | | | | 3-5 |
| 1.8 | Multifunction Copier Colour with sorter MX-2600N/MX-3100N | 25 | | | | 3-5 |
| 1.9 | Documents Scanner | 25 | | | | 3-5 |
| 1.10 | Fax Machine | 30 | | | | 3-5 |
| 1.11 | Professional Finisher with Booklet Maker | 25 | | | | 3-5 |
| Total Price Lot I | | | | | | |
| 2.1 | UPS 500 VA | 700 | | | | 3-5 |
| 2.2 | UPS 1000 VA | 700 | | | | |
| 2.3 | Flash Disk | 100 | | | | 3-5 |



| No | Description | Air Freight DDU Kabul Airport | | | | |
|------|--|-------------------------------|------------------|----------------------------------|--------------------------|----------------------------------|
| | | Estimated Quantity | Unit Price (USD) | Transportation cost per item USD | Total Price per item USD | Required Delivery Period (Weeks) |
| 2.4 | Power Stabilizer for Desktop 1 KVA,5KV A | 700 | | | | 3-5 |
| 2.5 | Power Stabilizer for Desktop 3KVA, 13A | 700 | | | | 3-5 |
| 2.6 | External Hard disk drive (750GB) | 100 | | | | 3-5 |
| 2.7 | External Hard disk drive (500GB) | 100 | | | | 3-5 |
| 2.8 | External Hard disk drive (250GB) | 100 | | | | 3-5 |
| 2.9 | External DVD writer | 100 | | | | 3-5 |
| 2.10 | LCD Projector for meeting room | 30 | | | | 3-5 |
| 2.11 | LCD Projector portable | 20 | | | | 3-5 |
| 2.12 | LCD Screen Standard | 20 | | | | 3-5 |



| No | Description | Air Freight DDU Kabul Airport | | | | |
|---------------------------|--|-------------------------------|------------------|----------------------------------|--------------------------|----------------------------------|
| | | Estimated Quantity | Unit Price (USD) | Transportation cost per item USD | Total Price per item USD | Required Delivery Period (Weeks) |
| 2.13 | Microphone Headsets Standard | 200 | | | | 3-5 |
| 2.14 | Keyboard | 700 | | | | 3-5 |
| 2.15 | Optical Mouse | 700 | | | | 3-5 |
| 2.16 | Wireless Keyboard and Mouse | 300 | | | | 3-5 |
| 2.17 | Digital Sender | 30 | | | | 3-5 |
| 2.18 | Printer /Copier Cartridges (50 cartridges for each printer AND Copier model) | 400 | | | | 3-5 |
| 2.19 | Bland CD and DVD | 300 | | | | 3-5 |
| 2.20 | Wireless Router | 50 | | | | 3-5 |
| Total Price Lot II | | | | | | |

*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.



SECTION 08: MODEL LONG TERM AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

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

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

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

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

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of goods/services and deliverables, which are specified in Annex VI, as and when negotiated by UNDP and reflected in this contract in accordance with Annex VII: Price Schedule..
2. UNDP does not warrant that any quantity of goods or services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

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



Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report quarterly to UNDP on the goods/services provided to UNDP Country Office and its projects.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Terms and Conditions for goods, attached as Annex V, 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.

Article 6: THIS ARRANGEMENT IS NOT A BINDING COMMITMENT

9. The Supplier understands that this contract represents an offer on the part of the Supplier to provide UNDP with the items at the prices and under the terms and conditions detailed therein for the duration of this contract and does not represent a contract in and of itself or oblige UNDP to spend any monies whatsoever.
10. The values or volumes contained in this contract are estimate only, and in no way represent UNDP's total obligation to the Supplier. UNDP is not obliged to purchase any minimum quantity of equipment or services.

Article 7: A PURCHASE ORDER IS A BINDING COMMITMENT

11. Purchase Order (s) issued by UNDP pursuant to this Contract will form the only binding contract (s) between UNDP and the Supplier.
12. By reference to this contract, the Purchase Order(s) will incorporate all of the terms and conditions contained in this contract. UNDP's liability will be limited to the purchase of the items stipulated in this contract and no increase in the total liability of UNDP or in the price of items will be authorized or paid to the Supplier unless such increases have been pre-approved by UNDP, in writing, prior to shipment.



13. In case of ambiguities, discrepancies or inconsistencies between this contract and a Purchase Order issued by UNDP, this contract shall have precedence over any Purchase Order.

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

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____

