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PLEASE READ CAREFULLY

	CHECK LIST FOR COMPLETE BID SUBMISSION*	Provided	
		Yes	No
1	Bid is properly sealed		
2	Language of Bid is as requested (English)		
3	HARDCOPY ONE (1) ORIGINAL AND TWO (2) COPIES		
4	DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE		
5	EACH ENVELOPE SHALL BE MARDED WITH "ITB No: AFG/2010/00150 "COPY"OR ORIGINAL AS APPLICABLE		
6	Bid submission Form		
7	Contact details of Bidder		
8	Completion for Section 6: Technical Requirements		
9	Price Schedule		
*SEE BID DATA SHEET FOR COMPLETE DETAILS			



INVITATION LETTER

Kabul, 29 June, 2010

Subject: Subject: ITB No: AFG/UNDP/00150 - Soft Skin Land Cruiser Hardtop STD 10-seater 5 Door Latest Model 4.2 liter diesel (Turbo Engine) Engine Layout: 4,164cc, 6 cylinders

1. We hereby solicit your bid for General Services 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)
Acknowledgment Letter	(Annex VIII)

3. Bids in sealed envelopes must be delivered in **sealed **HARDCOP envelopes ONLY** should reach the following address no later than 21 July, 2010 at 15 00 hours Kabul time.**

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

**Procurement Unit
UNDP
Shah Mahmood Ghazi Watt**

4. Bids will be opened at the address specified in paragraph 3 supra, **on 22 July, 2010, 10:00 hours (10:00 p.m.), Kabul time at UNDP CO Procurement Unit.**

5. The ITB is split into four (4) separate lots with each lot having an independent technical requirements and price Schedule. Bidders may submit bid for one or all lots.



UNDP- Afghanistan

Number: AFG/ NDP/2010/00150



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Procurement Section

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

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

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

Sincerely,
Loverne Scott Heron
Procurement Manager

Acknowledged receipt:

Signature:
Name and title:
Company:

YES **Intend to submit Proposal:**
 NO

No. of pages received:	Out of total
-------------------------------	---------------------

Date:.....



SECTION 1: INSTRUCTIONS TO BIDDERS

A. Introduction

General: The UNDP invites Sealed Bids **Soft Skin Land Cruiser Hardtop STD**

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.

1. **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

2. **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.
3. **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.
4. **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

5. **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.



6. 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.

7. 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.

8. 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.
9. **Bid Currency/Bid Prices:** All prices must be quoted in USD. 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.

10. **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.

11. **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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.
17. **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.
18. **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

19. 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.

20. 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.

21. **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

22. **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.

23. **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.

24. **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.

25. **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.
26. **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:

27. **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.
28. **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).
29. **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.
30. **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.
31. **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.
32. **Products from Developing Countries:** Bidders are encouraged to offer products from Developing Countries.
33. **Country of Origin:** Must be stated and certificate of origin must be provided with the goods.
34. **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.
35. **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.



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 12 July, 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, you are required to use the dedicated schedules contained in this ITB.</p> <p>Supplier Qualification: The Technical Envelope shall Contain items A, B, C, D, E, F below:</p> <p>A. Cover letter (optional);</p> <p>B. Bid Submission Form: Fully completed and duly authorised;</p> <p>C. Contact details of Bidder (address, tel./fax, e-mail, contact person), and manufacturer;</p> <p>D. Company profile -a brief description of the company including copy of company registration documents.</p> <p>E. Details of years in business-The Company must document having a minimum of three (3) years experience in the business directly related to this tender solicitation.</p> <p>F. Financial Statements- annual turnover for the last 2-3 years All submittals shall bear seal/markings/signature of Bidder</p> <p>N.B. Incomplete Bids may be deemed non-responsive at the discretion of UNDP.</p>
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.AFG/00150/2010 DEADLINE: 21 July ,2010 AT 15.00 Kabul Time NOT TO BE OPENED BY REGISTRY																																							
Deadline for Submission of Bids: (clause 16)	21 July, 2010, at 15.00 hours (Kabul time).																																								
Samples (clause 20)	Not applicable.																																								
Time , date of Bid Opening Place of Bid Opening (clause 21)	10:00 hours Kabul Time on 22 July ,2010 At the Procurement Unit Office of UNDP-Afghanistan, Shah Mahmood Ghazi Watt, Kabul.																																								
Preliminary Examination (clause 23)	Bidders must satisfy ALL Criteria below to be admitted to Evaluation. <table border="1" data-bbox="581 1123 1336 1539"> <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>1</td> <td>Bid is properly sealed in two separate envelopes</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>Contact details of Bidder</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>Completion of Section 6: Technical Requirements</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Price Schedule</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>Details of warranty:</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>Detailed Price Schedule</td> <td></td> <td></td> </tr> </tbody> </table>				Basic Criteria	Provided		Yes	No	1	Bid is properly sealed in two separate envelopes			2	Language of Bid is as requested (English)			3	Bid submission Form			4	Contact details of Bidder			5	Completion of Section 6: Technical Requirements			6	Price Schedule			7	Details of warranty:			8	Detailed Price Schedule		
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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. 3. Delivery terms and time. 4. Warranty 12 months- or 20000 km (whichever comes first) 5. After sales services <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 5-8 week DDU- Kabul Airport</p> <p><u>If a bidder does not quote a price DDU Kabul, UNDP reserves the right at its</u></p>																																								



	<p><u>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 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.</p>
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 Airport (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 not allowed, i.e. . in complete or partial bid must be rejected
All communication must be directed to UNDP/Afghanistan officer:	Name: Procurement Unit e-mail: procurement.af@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.

<p>Performance Security (clause 29 of ITB)</p>	<p>Not Required Yes required</p>
<p>Export Licences: (Supplements clause 5 of GTC)</p>	<p>Obtaining timely export licences is the responsibility of the supplier. This applies equally to purchase on DDU basis.</p>
<p>Related Services Required (Supplements Clause 7 of GTC)</p>	<p>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.</p>
<p>Special Transport, Insurance, Packaging or Warranty Requirements</p>	<p>Warranty: Supplier must provide it. (State requirements on warranty procedure for carrying out replacement/repairs in Afghanistan, nearest local agent etc...) See also Section 7, General Terms & Conditions, Clause 8 and Section 6, Technical Requirements.</p>



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 fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of commercial invoice, proof of dispatch and other supporting documents specified in this Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. Unless authorised by UNDP, 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 therefore. 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 specified 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

Description	Technical Compliance		Deviation	For UNDP use only
	Yes	No		
Land Cruiser Hardtop STD 10-seater 5 Door Latest Model 4.2 liter diesel(Turbo Engine) Proven power Toyota's tried and tested 4.2 litre diesel engine forms the backbone of the Land Cruiser range.				
Powerful, yet economical, its in-line six layout provides high levels of refinement and gives a smooth power delivery in all applications. It's also supplemented with a healthy dose of low-down torque for increased tractability. Engine Layout: 4,164cc, 6 cylinders in line, OHC Max power: 96kW at 3,800rpm Max torque: 285Nm at 2,200rpm Key Features Engine & Chassis Exterior 80 amp alternator (12v) 70 amp-hour battery (12v) Brake control valve (Load Sensing Pressure Valve) Cyclone type air cleaner with snorkel Engine oil cooler integral Fuel sedimenter with fuel filter Fuel tank and transfer box protection Full-floating rear axle High altitude compensator Body rust protection Exterior rear view mirrors Front and rear stabiliser bars Front and rear towing eye Front mudguards High/Low 2-speed windshield wipers (inc. mist) Green laminated windshield Lockable fuel lid Lockable spare wheel mounted on the back door Manual free wheel hubs Rear step bumper Rear towing eye x1 Semi-sealed halogen headlamps Side steps Swing-out type rear window Swing-out type back door Interior Air cleaner warning Assist grips Brake fluid level warning Cigarette lighter Dash Silencer Door ajar warning Floor silencer Front ashtray Front headrest Front heater Front seat belts (2 x 3 point & 1 x 2 point) Footrest Front & rear interior light Fuel gauge Fuel level warning light Glove box Interior rear view mirror (day &				



Description	Technical Compliance	Deviation	For UNDP use only
night) Odometer (digital) Oil pressure warning light One-touch 2-4WD selector Owners manual in English Parking brake warning light Power assisted steering Pre-wiring for audio including with two speakers & manual antenna Rear seat belts x3 (2x 3 point and 1x 2 point) Sliding and reclining driver and passenger seats Gearbox: Brakes front/rear: Tyres front/rear: Suspension front/rear: Weights & dimensions: Kerb weight: Gross vehicle weight: Payload: Length: Width: Height: Wheelbase: Ground clearance: Number of doors: Seats front/rear: Material: Fuel tank: 5 speed manual, dual-range Disc/drum 7.50R16-8 Coil/Leaf 2,180kgs 3,000kgs 820kgs 4,720mm 1,770mm 1,955mm 2,730mm 230mm 5 10 seater (Front: 1+2 bench, Back: 3+(2x2) bench) Vinyl 90 litre Accessories, Tools and Spare Parts to be included for each vehicle			



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.



SECTION 7: PRICE SCHEDULE FORM

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

Currency: USD

No	Description	Sea Freight DDU Kabul				Required Delivery Period (Weeks)
		Estimated Quantity*	Unit Price (USD)	Transportation cost per item USD **	Total Price USD	
1	<p>Land Cruiser Hardtop STD 10-seater 5 Door Latest Model 4.2 liter diesel(Turbo Engine) Proven power Toyota's tried and tested 4.2 litre diesel engine forms the backbone of the Land Cruiser range.</p> <p>Powerful, yet economical, its in-line six layout provides high levels of refinement and gives a smooth power delivery in all applications. It's also supplemented with a healthy dose of low-down torque for increased tractability. Engine Layout: 4,164cc, 6 cylinders in line, OHC Max power: 96kW at 3,800rpm Max torque: 285Nm at 2,200rpm Key Features Engine & Chassis Exterior 80 amp alternator (12v) 70 amp-hour battery (12v) Brake control valve (Load Sensing Pressure Valve) Cyclone type air cleaner with snorkel Engine oil cooler integral Fuel sedimenter with fuel filter Fuel tank and transfer box protection Full-floating rear axle High altitude compensator Body rust protection Exterior rear view mirrors Front and rear stabiliser bars Front and rear towing eye Front mudguards High/Low 2-speed windshield wipers (inc. mist) Green laminated windshield</p>	04				



No	Description	Sea Freight DDU Kabul				
		Estimated Quantity*	Unit Price (USD)	Transportation cost per item USD **	Total Price USD	Required Delivery Period (Weeks)
	Lockable fuel lid Lockable spare wheel mounted on the back door Manual free wheel hubs Rear step bumper Rear towing eye x1 Semi-sealed halogen headlamps Side steps Swing-out type rear window Swing-out type back door Interior Air cleaner warning Assist grips Brake fluid level warning Cigarette lighter Dash Silencer Door ajar warning Floor silencer Front ashtray Front headrest Front heater Front seat belts (2 x 3 point & 1 x 2 point) Footrest Front & rear interior light Fuel gauge Fuel level warning light Glove box Interior rear view mirror (day & night) Odometer (digital) Oil pressure warning light One-touch 2-4WD selector Owner's manual in English Parking brake warning light Power assisted steering Pre-wiring for audio including with two speakers & manual antenna Rear seat belts x3 (2x 3 point and 1x 2 point) Sliding and reclining driver and passenger seats Gearbox: Brakes front/rear: Tyres front/rear: Suspension front/rear: Weights & dimensions: Kerb weight: Gross vehicle weight: Payload: Length: Width: Height: Wheelbase: Ground clearance: Number of doors: Seats front/rear: Material: Fuel tank: 5 speed manual, dual-range Disc/drum 7.50R16-8 Coil/Leaf 2,180kgs 3,000kgs 820kgs 4,720mm 1,770mm 1,955mm 2,730mm 230mm 5 10 seater (Front: 1+2 bench, Back: 3+(2x2) bench) Vinyl 90 litre Accessories, Tools and Spare Parts to be included for each vehicle					
Total USD						

