



**REQUEST FOR QUOTATION (RFQ)
For provision of Toilet Cleaning Services**

NAME & ADDRESS OF FIRM: _____ _____ _____	DATE: 16 January 2011
	REFERENCE: RFQ No.UNDP-AFG-0007-2011 Toilet Cleaning Services

Dear Sir / Madam:

You are kindly requested to submit your quotation for the provision of toilet cleaning services for UNDP Afghanistan in 4 locations where the scope of service is described in Annex A of this request for quotation (RFQ).

Your quotation should be submitted to UNDP secure email address or in sealed envelope(s) to the following address no later than **27th January 2011 at 15:00 hrs. (Kabul time)**:

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

CONDITIONS	
Technical specifications	See Annex A
Price Schedule and delivery time	See Annex B
General Terms and Conditions for Services	See Annex C
Submission Closing Date: Closing Time:	27 th January 2011 Before 3:00 PM (15hrs) Kabul local Time. Late quotations will be rejected.
Reception of the quotations/ Submission Procedure:	Sealed envelopes to: UNDP COUNTRY OFFICE Shah Mahmood Ghazi Watt Kabul, Afghanistan Quote to be submitted in a sealed envelope marked clearly with Tender Reference /Tender Name/Closing Date or by Email to the following email address: Bids.af@undp.org
Taxes:	Exclusive of all Local and National Taxes

Delivery terms:	DDU Kabul, UNDP warehouse
Mode of Delivery:	Upon request
Payment Terms	Within 30 days after receiving of the invoice & acceptance of goods by UNDP.
Validity of Quotation	■ 60 DAYS
Preliminary Examination - Completeness of quotation.	Partial quotations not allowed
Administrative requirements	<p>Your quotations will be considered upon the provision with this RFQ the following, failure in providing the requested documents may constitute grounds for disqualification of the quotations: Please provide Company's valid trade license</p> <p><u>Note: After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received."</u></p>
Evaluation Criteria	<ol style="list-style-type: none"> 1. Completeness of quotation 2. Completeness of Administrative documents 3. Compliance with technical specifications. For this purpose, please provide copy of past performance report, list of reference for the services provided to other agencies. <p>Failure to do so will result automatically in the rejection of your quotation as the evaluation committee won't have grounds to assess if the service offered is technically compliant. The service should be clearly stated in the price schedule or the quotation will be rejected based on the lack of technical information.</p> <ol style="list-style-type: none"> 4. Price 5. Installation 6. Delivery time
Warranty	Nil
Delivery deadline	Maximum of 3 calendar days from notification of award.
Liquidated damages for delay:	If the Supplier fails to deliver any or all of the goods or perform any of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order an amount of 0.5% per week of the value of the Contract up to a period of 8 weeks. Hereafter UNDP AFGHANISTAN has the right to cancel the order.
Others:	N/A
Language: All documentation, including installation and operating manuals shall be in: <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others	

ANNEX A - TECHNICAL SPECIFICATIONS & DELIVERY TIME

Item Name	Item Descriptions
Toilet Cleaning Services	Toilet Cleaning Services for 4 Locations in Kabul
Installation	Portable toilets
Service	Regular Services for period of 1 Year (Jan – Dec 2011)

Note:

The site visit shall be conducted on 25th January 2011 from 10:00 – 13:00 hours (Kabul time) at UNDP CO located at Shah Mahmood Ghazi Watt, Kabul. Interested firm/companies are requested to participate.

In order to allow the technical evaluation committee to assess whether the service offered comply with UNDP requirement, the companies are requested to provide a copy of the past performance report, list of reference.

In case the company doesn't provide the requested information/documents of offered service stated in this RFQ, the quotation won't be considered as technically compliant and will be rejected from further evaluation.

Delivery deadline	Maximum of 30 calendar days from notification of award. This is a requirement.
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ANNEX B – PRICE SCHEDULE and DELIVERY SCHEDULE

Part A: Price Schedule

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of 60 days from submission of the bids. UNDP shall have the right to order goods at any time during this validity period, if required.
2. All costs/unit prices must be exclusive of customs, taxes and duties.
3. Prices should be provided in Afghani, UN exchange rate will be automatically applied in order to compare the quotations received in other currency(s).

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 and acceptance thereof by UNDP.

Item	Description of Goods & services required	Quantity	Per month Services price (AFN)	(12) month Services Price (AFN)
1	Toilet Cleaning Services for 4 Locations. January to 31 December 2011	4 toilets		
TOTAL PRICE in AFN DDU UNDP KABUL Warehouse				

(*information/documents should be provided or the quotation will be rejected based on lack of technical information.

Please sign and stamp this page

Part B: Delivery Schedule

DELIVERIES	Delivery in number of calendar days	
<i>Please confirm hereafter that the Stabilizer will be delivered in Kabul, UNDP warehouse within:</i>	- calendar days	after notification of order

Please confirm hereafter:

Payment terms : 30 days after receipt Validity : 60 days

Name of the company : _____ Address of company : _____

Name of authorised Representative : _____ Phone number : _____

Email address : _____ Signature : _____

Date : _____

ANNEX C - GENERAL TERMS AND CONDITIONS FOR SERVICES

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of

patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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.

PRIVILEGES AND IMMUNITIES

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

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

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

21. OBSERVANCE OF THE LAW

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