



**REQUEST FOR QUOTATION (RFQ)  
PROVISION OF WEBSITE LAUNCHING FOR SAISEM/NEPA**

NAME & ADDRESS OF FIRM:  _____  _____  _____	<b>DATE: 15 June 2011</b>
	<b>REFERENCE:</b> RFQ No. UNDPAFG/2011/0131 Provision of launching website for NEPA-Afghanistan

Dear Sir / Madam:

You are kindly requested to submit your quotation for the goods described in Annex A of this request for quotation (RFQ).

Your quotation should be submitted to UNDP secure email address [bids.af@undp.org](mailto:bids.af@undp.org) or in sealed envelope(s) to the following address no later than **23 June 2011 at 1400 hrs. (Kabul time)**:

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

<b>CONDITIONS</b>	
<b>Terms of Reference (ToR)</b>	See Annex A
<b>Price Schedule and delivery time</b>	See Annex B
<b>General Terms and Conditions for Services</b>	See Annex C
<b>Submission Closing Date: Closing Time:</b>	23 <sup>rd</sup> June 2011 Before 1400 hrs. Kabul local Time. Late quotations will be rejected.
<b>Reception of the quotations/ Submission Procedure:</b>	Sealed envelopes to: <b>UNDP Country Office Shah Mahmood Ghazi Watt Kabul, Afghanistan</b> 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: <a href="mailto:bids.af@undp.org">bids.af@undp.org</a>
<b>Taxes:</b>	Inclusive of all Local and National Taxes

<b>Delivery terms:</b>	DDP UNDP Compound (Incoterms 2010)
<b>Mode of Delivery:</b>	By AIR or surface
<b>Payment Terms</b>	Within 30 days after receiving of the invoice & acceptance of services by UNDP/SAISEM
<b>Validity of Quotation</b>	■ 60 DAYS
<b>Preliminary Examination - Completeness of quotation.</b>	Partial bid is not allowed
<b>Administrative requirements</b>	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 <b>Company profile, Company's valid trade license</b>  <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>
<b>Evaluation Criteria</b>	<ol style="list-style-type: none"> <li>1. Completeness of quotation</li> <li>2. Relevant experience with similar nature in the past 2 years (Please provide copies of your previous contracts/POs)</li> <li>3. Compliance with terms of reference ToR.</li> <li>4. Compliance with delivery time</li> </ol>
<b>Warranty</b>	NA
<b>Delivery Time</b>	20 calendar days from notification of award.
<b>Liquidated damages for delay:</b>	If the Supplier fails to 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 2 weeks. Hereafter UNDP Afghanistan has the right to cancel the order.
<b>Others:</b>	NA
<b>Language: All documentation, including installation and operating manuals shall be in:</b> <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others	

## ANNEX A – Terms of Reference TOR

### Website Development and Launching for NEPA

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#### **Background:**

The UNDP-FAO-UNEP Joint Programme, supported by the Spain MDG Fund (MDG-F), aims to promote a strengthened approach for the integration of sustainable environmental management into the implementation of Afghanistan National Development Strategy (ANDS) and relevant sectoral strategies. As such it directly contributes to the achievement of Environment and Natural Resource goals included in the 2006-2009 UNDAF. It also directly responds to the environment and natural resources benchmarks as articulated in the Afghanistan Compact.

The Programme is promoting formulation of suitable policy frameworks; ensure institutional capacity building to lead the effective implementation of the policies, directly mainstream environmental considerations with due awareness rising on environment-poverty linkage in national and sub-national planning and development frameworks, which are currently being initiated across the country. It is also piloting and upscale community-based natural resources management interventions in selected provinces. UNDP and FAO are jointly implementing this Joint Programme in close cooperation with UNEP. UNEP is not implementing directly but through the management arrangement have a significant advisory and coordination role, given their ongoing policy and institutional support work in the area.

The UNDP component of the Joint Programme is focusing on institutional / capacity development in the environmental sector to lead to environmental mainstreaming in relevant national sectoral strategies and sub-national development planning as well as implementation. The main government counterparts for UNDP's intervention within this Programme framework are the National Environmental Protection Agency (NEPA) and the Ministry of Rural Rehabilitation and Development (MRRD).

**Justification:** As stipulated in the action plan under **outcome No. 1** Environmental issues mainstreamed in national and sub-national policy, planning and investment frameworks, **output 1.2.** Environmental concerns are fully reflected in provincial and district development plans.

NEPA institutional strengthening and Environmental Awareness and education are the important and key activities in SAISEM project. So the project will support NEPA for developing a website, which will be an important and indispensable source for dissemination of environmental mainstreaming and awareness information and will be used a tool for advocacy and marketing. Furthermore, the NEPA website will be used for institutionalizing information and sharing of Environmental Mainstreaming information.

**Objectives:**

- 1) National Environmental Protection Agency Institutional Strengthening.
- 2) Institutionalizing, Dissemination and Sharing of Environment Mainstreaming Information within government line agencies (partners).
- 3) Increasing Environmental Awareness.

**Scope of the Services:**

1. CMS based website for NEPA
2. Three Draft templates for the selection.
3. Full train of relevant NEPA staff in management, maintenance and update of the website.
4. Design an eye-catching and quality website for National Environmental Protection Agency.
5. The web address should end with gov.af with enough capacity to support emails and should be compatible to most used web browsers.
6. Consistent with all necessary menus and sub-menus (to be agreed) in convenient pattern.
7. The website should be developed to act as an environment resource database, having an electronic library.
8. It should contain search option for finding the related information available on this website.
9. Access of manager/administrator to be given to one of NEPA staff for updating the website on regular basis.
10. Linked with other ministries and international partners websites.
11. Support English, Dari and Pashto languages.
12. Company will also upload all the information for the first time.
13. The total duration for development of website will be 20 days.
14. NEPA with the support of SAISEM/UNDP will provide all technical information to the company for uploading.
15. Company will train two NEPA staff on uploading, updating and managing the website.
16. Be available for HELP services when required over a six month period.
17. Prepare a short proposal and indicate the methodology and approaches as well as the overall implementation plan including timeframe for completion of the project
18. Companies will be selected based on their comprehensive proposal and lowest responsive quotation.

## 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 services at any time during this validity period, if required.
2. All costs/unit prices must be inclusive of customs, taxes and duties.
3. Prices should be provided in USD, 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 the services and acceptance thereof by UNDP/NEPA.

<b>Launching website for NEPA</b>		<b>Milestone</b>	<b>USD</b>
<b>1</b>	Full payments will be done after successful completion of the services described in Annex A, and acceptance by the Project SAISEM / UNDP/NEPA.	100 %	
<b>Grand Total (USD)</b>			

*Part B: Delivery Schedule*

<b>DELIVERIES</b>	<b>Delivery in number of calendar days</b>	
<i>Please confirm hereafter that the above services will be delivered in 20 calendar days</i>	- calendar days	<b>after notification of order</b>

**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.

## **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.

## **AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.