

REQUEST FOR QUOTATION (RFQ)



NAME & ADDRESS OF FIRM:	DATE: 28 March 2011
TO ALL NATIONAL & INTERNATIONAL SUPPLIERS	REFERENCE: UNDP/AFG// 2011/0070

You are kindly requested to submit your quotation to UNDP Secure email address bids.af@undp.org or in sealed envelope to UNDP country office, Shah Mahmood Ghazi Watt, opposite Turkish embassy no later than **4th April 2011 at 15:00 PM.**

No	Generic Description	Unit	Quantity	Unit price USD	Total Price USD
1	Site preparation and removing of existing carpet	SQM	2500		
2	Supply and Installation of best quality (100 %) Nylon Carpet (Turkey Venus) or equivalent, as per UNDP engineer approval. Color will be selected by UNDP Engineer. -Density of the Carpet = 3171 g/m ² -Pile Height of the Carpet = 7 mm -Twists per inch of the Carpet = 4.2 -Stitches per inch of the Carpet = 7 -Face Weight of the carpet = 45.8 (onz./m ²) Note: The carpet must be ASTM standard quality All necessary tests will be done , as per UNDP Engineers approval.	AQM	3012		
Grand Total (USD)					

CONDITIONS	
Delivery Term (INCOTERMS 2000) & Place	DDU ✓ NOTE: Please quote prices DDU only
Delivery place:	PLACE: Upgrading and repairing of Compound II Building located in Kabul Shari Now UNDP AFG
Payment Terms	1. First installment will be paid to the contractor after verification and acceptance

Term of Reference

Technical Specifications, requirements and scope of the work:

- 1) Handling – Carpet must be transported in a manner that prevents damage and distortion. Bending or folding individual carpet rolls is not recommended. When bending or folding is unavoidable for delivery purposes, the carpet should be unrolled and allowed to lie flat immediately upon arrival at the installation site.
- 2) Carpet Layout – Layout the carpet according to the seaming diagram. Carpet must be cut 3-4 inches (75-100 mm) longer than the area measurement. Where applicable, allow for pattern repeat. Align all carpet breadths to their proper position and trim seams
- 3) Carpet Over Expansion Joints – Do not install carpet over expansion joints. Expansion joints allow separate floor surfaces to expand and contract independently. In addition, do not install on any area of a floor that does not provide a stable and mechanically sound surface. This does not include cut or saw joints within a section of the floor. Non-stable/unsound substrate joint conditions must be handled in strict accordance with the appropriate architectural drawing. If no expansion joint device is specified on the drawing, the building owner, or owner's representative, must be made aware that failure to address expansion joints may result in installation failure, damage to the carpet and potential safety concerns.
- 4) Floor Preparation - Carpet must be installed over properly prepared substrates that are suitable for the specific product and installation method selected. All cracks, holes and flooring irregularities must be adequately repaired to ensure a smooth, finished appearance and prevent accelerated wear. Subfloors must be structurally sound and free of foreign substances that might compromise the carpet or its installation. Patching compounds must be suitable for the use application. They must be polymer-fortified and applied according to the patch manufacturer's instructions.
- 5) Material Handler. Pick-up and delivery of material, shop tools, demolition of and removal of existing floor covering, moving of furniture, fixtures or equipment, cleaning or waxing of floors before and after installation. Material handler may not perform bargaining
- 6) Concrete - Concrete must be cured, clean and dry. Cracks, chips and joints must be properly patched or repaired
- 7) Carpet Over Carpet - Carpet must not be installed over existing carpet, unless Manufacturer recommendations specify otherwise. In carpet-over-carpet Installations, sub-

surface carpet must be clean and dry according to the IICRC S100 Standard before installation is accomplished.

- 8) Relaxing/Conditioning Carpet – To minimize wrinkling and buckling, and to Facilitate installation, it is highly recommended that carpet be unrolled and allowed to Relax in the installation area for a minimum of 24 hours at a temperature between 65-95°F (18 -35°C). Carpet must be adequately protected from soil, dust, moisture And other contaminants. To facilitate relaxation, pre-cutting carpet is Recommended.
- 9) Ventilation - During installation, maintain fresh air ventilation using exhaust fans, and by operating the ventilation system at full capacity. Always exhaust air to the outside and avoid re-circulation. After installation, maintain fresh air ventilation for 48-72 hours at normal room temperatures by operating the ventilation or exhaust fan system at full capacity. Open doors and windows, if possible. These procedures help exhaust, dissipate and eliminate lingering odors from the install
- 10) Trimming – Carpet edges at seams must be trimmed using tools and techniques best suited for the carpet style (e.g., loop-pile, cut-pile, cut-and-loop pile). Trim edges far enough into the material to maintain the structural integrity of the carpet and to join edges without gaps or overlaps.
- 11) Transition Molding – Where carpet meets other floor coverings, edges must be adequately protected with an appropriate transition molding.
- 12) The contractor has to complete the project with best quality and according to the technical specifications. If the implemented work is not completed according standard norms and specifications, the work must be rejected by UNDP engineers and re-done by the contractor at no extra cost or wage.
- 13) The work site must be cleaned by contractor on a daily basis. The storage and security of all materials, supplies, tools, and equipment provided is the contractor's responsibility. Upon completion of the works.
- 14) Payment will be made on actual work done at the site according to the accepted rates. In the case of additional or extra works, the contractor has to take approval from UNDP Engineers; otherwise no payment will be made for additional or extra works.
- 15) The estimation given in BoQ are approximately measured so payment will be made based on actual work done in the field by the contractor as per the given Work volume and instruction of the site engineer.

- 16) Contractor is to start the Work within 2 (two) working days after official permission The contractor is responsible to complete the Works within (3) weeks of the contract date, failing which the contractor shall be subject to paying 0.05 % of the total contract amount as penalty for each day the Works remains incomplete. This penalty may also be imposed, if the Contractor falls seriously behind work schedule because of any reason which is not acceptable for UNDP.
- 17) The contractor should bring the sample of Carpet, for the approval of the UNDP Engineers. Without the approval of UNDP engineers the contractor cannot use the Caorpet.
- 18) The Removal debris materials and site cleaning before beginning of the project and after the completion of project should be done by contractor and the debris materials should be transport out of the project site.
- 19) The contractor of this contract doesn't have the right to give the project to sub-contractor.
- 20) The contractor must have site visit and based on the site visit to prepare the BoQ.
- 21) Contractor should clean the floor and after then install the carpet wall to wall in selected area
- 22) The works will be done mainly during the weekends (Friday and Saturday), however the company should be ready to work on other days if need be.

Pre Bid Meeting: site specific date 31 March 2011 at 3:00pm contact procurement unit UNDP

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.

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

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.

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

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 and 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 a 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.