



REQUEST FOR QUOTATION (RFQ)

Design and Launching of HRSU Website and Database

NAME & ADDRESS OF FIRM: TO ALL NATIONAL & INTERNATIONAL SUPPLIERS	DATE: 15 March 2011
	REFERENCE: UNDPAFG/2011/0062

You are kindly requested to submit your quotation to UNDP Secure email address bids.af@undp.org or sealed envelope to UNDP country office, Shah Mahmood Ghazi Watt, opposite Turkish embassy for the following items not later than **Tuesday 22nd March 2011 at 2:00 PM.**

No	Generic Description	Unit	Quantity	Unit price AFN	Total Price AFN
1	<p>Designing of HRSU website and Database:</p> <ol style="list-style-type: none">1. Overall design of HRSU Dynamic website and database to be finalized in consultation with the Head of HRSU unit.2. Liaise with the Head of HRSU on the presentation, style and graphics of the website.3. Arrange for the registration of the URL and hosting of the website for 2 years.4. Design an editorial protocol for the secure management of the site.5. The webpage to be develop in dynamic format according to web hosting databases.6. Full train of relevant HRSU staff in management, maintenance and update of the website.7. Be available for HELP services when required over a six month period.8. Website pages should have the capability to be edited in-house after it is completed And uploaded.9. Provide advice on additional elements include addition of navigation bar, content pages, multimedia and etc.10. A CMS based Website for HRSU.11. At least 3 templates for the selection.	Ea	1		

2	<ol style="list-style-type: none"> 1. Overall design of HRSU database to be finalized in consultation with the Head of HRSU unit. 2. Database should be connected with HRSU website. 3. Full train of relevant HRSU staff in management, maintenance and update of the database. 4. Liaise with the Head of HRSU on tables, and structure of database. 5. Be available for HELP services when required over a six month period. 6. Both services (database design, website design and connectivity of website and database) should be done within one month after contract grants. 	Ea	1		
Grand Total (AFN)					

CONDITIONS

Delivery Term (INCOTERMS 2000) & Place	Please provide a brief proposal and indicate the methodology and approaches and the time line for completion of the services. Failing to provide a proposal will ground disqualification.
Delivery place:	Item: HRSU Project, Behind Ghazi High school Kabul Afghanistan
Payment Terms	Within 30 days after satisfactory delivery of the items.
Validity of Quotation	30 DAYS 60 DAYS ✓
Preliminary Examination - Completeness of quotation.	Partial bids permitted. <input type="checkbox"/> Partial bids not permitted ✓
Delivery Time	15 – 25 Days
Administrative Documents	<input checked="" type="checkbox"/> Valid Trade License <input checked="" type="checkbox"/> Company profile
Evaluation criteria	<ol style="list-style-type: none"> 1. Compliance with TOR 2. Compliance with delivery time 3. Similar experience within the last 3 years(provide copies of contract) <p>If you your offer do not contain the above information, your offer will not be considered for detailed evaluation.</p>

Mode of Transport	AIR	SEA
	SURFACE ✓	OTHERS ✓
General Terms and Conditions	Please see the General Terms and Conditions attached as annex II	
Please state the following in your quote		
Quantity discount and early payment discount	Shipping weight (kg) and volume (m ³)	
Separate quote for estimated transportation & insurance charges		
List of recommended consumables and spares incl. Prices and details on local availability: N/A		
<input type="checkbox"/> For a one year period. For a period of		
Details on any warranty/guarantee conditions:		
REQUIREMENTS		
Language: <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others		

CONTACT ADDRESS: **UNDP, Shah Mahmood Ghazi Watt, Kabul, Afghanistan**
FAX NO: **00873763468835 - 004724136902**
E-MAIL ADDRESS: bids.af@undp.org

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.

Term of Reference:

1. Objective:

Develop a rich and interactive website and database for the Human Rights Support Unit of the Ministry of Justice, and support it at least for six months. The website and database should give comprehensive and dynamic information about various Human Rights activities in Afghanistan carried out by ministries, government agencies and international stakeholders to benefit the users.

The website name will be www.moj-hrsu.gov.af and it will have 10 GB of hosting space. The developer is required to host the website and register it at least for two years.

The website should have E-mail account facilities too.

2. Background:

One activity of the JHRA project is support to the establishment of the Human Rights Support Unit (HRSU) within the Ministry of Justice (MoJ). The HRSU is primarily responsible for strengthening the Government's capacity to fulfill its international human rights obligations in conformity with the Constitution of Afghanistan. The HRSU within the MoJ acts as an internal governmental mechanism, mandated to monitor, assess and evaluate the Executive Branch in regards to the implementation of human rights and to comply with and report on its human rights treaty obligations.

While the role and contribution of human rights is the vital importance in all countries, it is particularly significant for Afghanistan. Furthermore, the three decades of conflict has result the near complete destruction of essential infrastructure and has badly affected human rights situation the country human rights. Afghanistan's development targets, such as good governance, peace building and employment, can only be achieved if human rights integrated into society.

Although the Government of Afghanistan with support of UN agencies are doing many things to inform people of Afghanistan about various human rights interventions, but the website and database developed for Human Rights Support Unit of Ministry of Justice will serve the purpose for informing people in a big way. To achieve this, HRSU is proposing to develop a website.

3. Scope of the Work and Output:

The contractor is expected to develop a fully dynamic website for the HRSU in Pashto, Dari and English.

The design should be very clean and energetic.

The required features for the website are as following:

Technical Requirements:

The website will have a clear and content-centric user interface. The front-end design will adhere to dynamic programming language standards.

The website will have a securely accessible site management area where the Content Management System for the website will be installed.

The website will have live video and audio streaming capabilities. Both the hosting and the Content Management System must have the streaming capability.

The website's language system can be in two formats:

1. The Pashto and Dari combined, and dedicated English homepages.
2. Dedicated Pashto, Dedicated Dari and Dedicated English homepage.

4. Consultant will be provided with all the information including text, graphics, videos and audio required for the development of the website.

ANNEX II

General Conditions for Professional 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.

17. 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.

18. 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.

20. 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.

22. 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.