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REQUEST FOR QUOTATION (RFQ)

Multi-Functions' Maintenance Services

NAME & ADDRESS OF FIRM:	DATE: 30 January 2012
	REFERENCE: UNDP/AFG/2012/004 <i>Multi-Functions' Maintenance Services</i>

Dear Sir / Madam:

You are kindly requested to submit your quotation for the Multi-Functions' Maintenance Services under UNDP Country Office, where terms of reference (TOR) is described in **Annex A** of this request for quotation.

Your quotation should be submitted to **UNDP Country Office in Shah Mahmood Ghazi Watt, Kabul** no later than **06th February 2012 (10:00 AM) Kabul Local Time**.

For any further question you may have regarding this procurement, please contact us at: procurement.af@undp.org – please do not send your bids to this email, otherwise, it will be rejected.

CONDITIONS	
Terms of Reference (TOR)	See Annex A
Price Schedule	See Annex B
General Terms and Conditions for Professional Services	See Annex C
Submission Closing Date & Time:	06 th February 2012 (10:00 AM) Kabul Local Time. <i>Late submissions will be rejected.</i>
Reception of the Quotations/ Submission Procedure:	<p>Sealed envelopes shall be marked clearly with Tender Reference, Tender Name and Closing Date and shall be <u>dropped in the tender box</u> at the following address:</p> <p>UNDP COUNTRY OFFICE Shah Mahmood Ghazi Watt Kabul, Afghanistan</p> <p>Electronic submissions shall be addressed to the secure email: bids.af@undp.org with clearly writing the reference number in the subject line of the email. <i>Emails with different subjects will not be opened.</i></p> <p><i>Submissions to other email addresses will be subject to rejection.</i></p>
Taxes:	Exclusive of all Local and National Taxes
Delivery Terms (Incoterms 2010):	Na

Mode of Delivery:	Na
Payment Terms	Within 30 days after receiving of the invoice & acceptance of services by UNDP.
Validity of Quotation	■ 60 DAYS
Preliminary Examination - Completeness of quotation.	Partial quotations not allowed.
Administrative Requirements	<p>Please include the following with your quotation:</p> <p>*Please provide Company's valid trade license.</p> <p><u>Note: After receipt of quotations, UNDP reserves the right to request any additional information on the administrative documents 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. Compliance with the TOR 3. Minimum 2 years past experience in the relevant field 4. Price 5. Delivery time <p>*Bids from Companies with irrelevant field/background will be subject to rejection.</p>
Warranty	Na
Delivery deadline	Planned to enter into contract from 15 th Feb 2012.
Performance Guarantee	<i>UNDP reserves the right to ask or not to ask for 10% of the total amount of the contract. This is only applicable to the winner company.</i>
Liquidated damages for delay:	If the Supplier fails to deliver any or all of the services within the time period specified in the Order, UNDP may, without prejudice to any other rights and remedies cancel the contract with immediate effect.
Others:	N/A
Language: All documentation, including installation and operating manuals shall be in: ■ English □ French □ Spanish □ Others	

ANNEX A – TERMS OF REFERENCE (TOR)

Purpose:

UNDP Afghanistan is looking for a qualified company to carry out the maintenance and servicing of multi-function machines used in UNDP Country Office in Kabul.

General Requirements:

- Certified HP technician is preferable.
- The service provider has to provide the maintenance schedule of the equipment covered under the contract.
- Contractor shall inspect, adjust, calibrate, lubricate, and clean the printers & copiers reflected in the List of equipment, once per month in accordance with the manufacturer's specifications.
- The service provider has to ensure the services delivered are efficient and effective by keeping essential spare parts (genuine) in local stock.
- The service provider has to recommend the consumable items should be kept in UNDP stock.

Deliverables:

In order to maintain these multi-functional machines operational, the following services are required:

Type of Service	Service Level Required
Preventive maintenance (cleaning of all parts lubricating necessary parts, necessary adjustment, etc.)	Each single machine has to be serviced at least once a month.
Onsite Service (in case of technical failure of machine or out of order)	Next business day response

Contract Duration:

Initially **one year** with the possibility of extension for another two years based on the performance of the service provider. *UNDP reserves the right not to extend the contract after one year period without explaining any reason.*

Reporting:

The service provider shall be required to submit monthly report of the machines serviced. The service provider shall also be required to report any possible defect for early prevention.

Evaluation Criteria

Description	Yes/No	Please provide the detail information that is relevant to your answer if <u>required</u> .
Certified HP Technician (Attach valid certification document) (an asset, not requirement)		
Has capacity to provide Preventive Maintenance service as mentioned above		
Has capacity to provide Onsite service as mentioned above		
Minimum 2 Years of Experience in the field of photocopier/multi-functions servicing		
Other relevant information for the consideration (attach separate sheet if space is not enough)		

UNDP reserves the right to ask for documentation on the above criteria.

List of Equipment to be serviced on monthly basis:

Description	Make	Quantity
HP LaserJet MFP9050	HP	03
HP Color LaserJet MFP6040	HP	02
HP LaserJet MFP3035	HP	12
HP Color LaserJet MFP2320	HP	02
HP Color LaserJet CP3525x	HP	04
HP LaserJet 4015N	HP	05
HP LaserJet MFP 1050	HP	10
Medium range multi-function (Canon/HP)	Multi	20
High-end multi-function (Canon/HP)	Multi0	10

ANNEX B – PRICE SCHEDULE

Part A: Price Schedule

VALIDITY OF PRICES:

1. Prices shall remain valid for a period of 60 days from submission of the quotation. UNDP shall have the right to contract services at any time during this validity period, if required.
2. All costs/unit prices must be exclusive of customs, taxes and duties.
3. Prices shall be provided in Afghani (AFN) or monthly 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 Required	Price/Month (AFN)	Quantity	Total Price (AFN)
1	Monthly Lump Sum <u>Service Charges</u> for the above list of equipment	-	12 Month	-
TOTAL PRICE in AFN, UNDP KABUL				-

Please confirm hereafter:

Payment terms	: 30 days after receipt	Validity of offer	: 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 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 fulfill 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

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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.