



REQUEST FOR QUOTATION (RFQ)

NAME & ADDRESS OF FIRM:	DATE: 05-January-2012
	REFERENCE: UNDP/AFG/2012/002 <i>For Rental Vehicle Services to UNIDO</i>

Dear Sir / Madam,

You are kindly requested to submit your quotation for the rental vehicles services as described in Scope of services/TOR(Annex-A) to UNDP Secure email address bids.af@undp.org or in a sealed and stamped envelop to the below address, **not later than 17- January- 2012 at 15:00 PM. Local time.**

CONDITIONS	
SOS/TOR	See Annex-A
Price Schedule and delivery time	See Annex- B
General Terms and Conditions for professional services	See Annex- C
Submission Closing Date: Closing Time:	17-January-2012 (15:00 PM) Kabul Local Time. <i>Late quotations will be rejected.</i>
Reception of the quotations/ Submission Procedure:	Sealed envelopes to: UNDP COUNTRY OFFICE Shah Mahmood Ghazi Watt Kabul, Afghanistan Quote to be submitted in a sealed envelope marked clearly with Tender Reference /Tender Name/Closing Date or by Email to the following email address: bids.af@undp.org
Delivery Terms (Incoterms 2010):	Please Refer to the ANNEX-A Scope of services/TOR
Mode of Delivery:	Please refer to the Scope of the services(SOS)/TOR in Annex A.
Payment Terms	Within 30 days after receiving of the invoice certified of by UNIDO and acceptance of UNDP.
Validity of Quotation	■ 60 DAYS
Preliminary Examination - Completeness of quotation.	Partial quotations not allowed

Administrative requirements	<p>1. Company's valid trade license</p> <p>2. Company profile</p> <p><u>Note: After receipt of quotations, UNDP reserve the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received."</u></p>
Evaluation Criteria	<p>1. Completeness of quotation</p> <p>2. Compliance with Scope of the services(SOS)/Term of reference(TOR)</p> <p>3. Price total</p> <p>4. Delivery time</p>
Warranty	Please refer to SOS/TOR in Annex A.
Delivery deadline	Please refer to SOS/TOR in Annex A.
Liquidated damages for delay:	Please refer to SOS/TOR in Annex A.
Others:	N/A
<p>Language: All documentation, including installation and operating manuals shall be in:</p> <p> <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others </p>	

ANNEX A – Scope of Services/Term of Reference (TOR)

Background:

UNIDO main office is located in Kabul inside UNDP compound Shah Mahmood Ghazi Watt and has a sub office in provincial capital Nangarhar province, UNDP/UNIDO is looking for potential transport company to provide excellent services for better implementation of project activities in central and provincial level. These services will mostly concentrate on visiting project sites in district 7 and 8 of Kabul province as well as Kuzkunar (Khewa) and Surkhroud districts of Nangarharh province. In addition to this all visits, meetings, and trainings will be attended in relevant counterpart ministries (MAIL and MoPH), associated directorates and joint UN executing agencies during project implementation in mentioned provinces. Furthermore, on time pick and drop of staff will be the main part of the services(rental vehicle) to be provided by the contractor.

Scope of Services:

UNDP /UNIDO is seeking a reliable transportation company, able to provide soft skin rental vehicle services as per the following terms and conditions.

Vehicles’ Specifications:

Type	Model
Soft Skin, Toyota Corolla , 1.8 L Engine, Gasoline, 2 WD and 4 Cylinders (vehicles must be in good condition) to be used in Kabul province only.	Year 2003 or above
Soft Skin, Toyota Four Runner 4 WD and 4 Cylinders (vehicle must be in good condition) to be used in Nangarhar with regular travel to Kunzkunar (Khewa) and Surkhroud districts and others if needed	Year 1997 or above
Soft Skin, Toyota Four Runner 4 WD and 4 Cylinders (vehicle must be in good condition) to be used in Nangarhar-Jalalabad city with travel to districts. This is based on need-not regularly.	Year 1997 or above

Drivers:

It is the transportation company’s responsibility to provide professional drivers, holding valid and legal driving licenses.

UNDP/UNIDO shall be at liberty to object and require the Transportation Company to remove forthwith from the Services any person employed by the Transportation Company in or about the execution or completion of the Services, who in the opinion of the UNDP/UNIDO misconduct himself, or is incompetent or negligent in the proper performance of his or her duties, or whose employment is otherwise considered reasonably by the UNDP/UNIDO to be undesirable, and such person shall not be again employed on the Services without the written permission of the UNDP/UNIDO. Any person so removed from the Services shall be replaced as soon as possible by a competent substitute approved by UNDP/UNIDO.

Registration:

During the term of the vehicles’ lease, the Transportation Company shall ensure that all vehicles are legally registered in accordance with the law and regulations of the Islamic Republic of Afghanistan, and shall ensure that all mechanical and other certifications are valid; such costs shall be incurred by the Transportation Company.

Fuel, cleanliness, regular maintenance, wear-and-tear costs for vehicles:

The Transportation Company shall keep the vehicles in clean and good repair condition and shall bear all costs associated in provision of fuel, regular maintenance, lubrications and consumables parts.

Insurance/Liability:

It is fully the Transportation Company's responsibility to acquire third party liability insurance covering the operation of the vehicles for purposes of provision of transportation services and shall process any claims in accordance with the insurance procedures.

Alternative:

The Transportation Company shall notify UNDP/UNIDO focal person immediately in the event that a vehicle is damaged, crashed or not operational, and upon which the Transportation Company is to then provide a suitable replacement vehicle, before the start of the next day's operations for the completion of the transportation services, without any extra charges.

The Transportation Company shall not perform any work or provide any equipment materials or supplies or perform any other Transportation Services which may result in excess of the amount stipulated, without the prior written agreement/approval from UNDP/UNIDO.

Working days and hours and estimated mileage per month within Kabul and Nangarhar provinces:

Working days shall be from Saturday to Thursday (subject to change, as needed) inclusive and the vehicle should be ready for Friday if requested by UNDP/UNIDO transport focal point.

Normal working hours for these cars shall be from 6am to 6pm.

Please note the following:

- Estimated Time of Arrival (ETA) for the staff to the office in Kabul and Nangarhar from the designated pick-up points – 8:00am (0800hrs).
- Estimated Time of Departure (ETD) for the staff from the office in Kabul to the designated drop-off points – 4:30 pm (1630hrs). However, the vehicles will be required before and after shuttle time within 6am to 6pm.

The vehicles will be used within Kabul and Nangarhar Province including some districts in Nangarhar roughly for 3,500Km per month.

One vehicle will be stationed at UNIDO office in Nangarhar and in Kabul (preferably in company's transport/parking lot as UNDP compound has no space for private cars to park) and will be given assignments during the day by UNIDO project staff.

Working Hours' Log:

The format sheet for logging working hours will be provided by UNDP/UNIDO and it will be fully the transportation company's responsibility to have drivers duly fill out the log sheet and take the signatures of the passengers for transportation services provided.

Period/duration of services required:

Rental vehicle services will be required for six (6) months; if both parties entered into a contract successfully, the period will be extended based on satisfactory delivery of the services to UNIDO and written agreement between both parties (UNDP and contractor) in line with UNDP rule and regulation. There is no guarantee for further extension of the contract.

Availability (Delivery time for rental vehicle to be ready for the services):

Vehicles must be available immediately within (3) days after signature of the both parties on contract.

Payment:

UNDP/UNIDO will be paying the transportation company at the end of each month. The transportation company needs to present an invoice to UNDP/UNIDO (attaching the log sheets) for the total monthly amount as per the contract and after acceptance of the invoice by UNDP/UNIDO the invoice will be processed within Net 30 Days.

NOTE:

UNDP/UNIDO reserves the right to have site visit to inspect the suggested rental cars as required (stated in the RFQ) at the time of evaluation if required.

Acceptance of the vehicles by UNDP/UNIDO shall demonstrate and affirm that the vehicle is free from defects and that each vehicle is suitable for its intended purpose.

ANNEX B – PRICE SCHEDULE and DELIVERY SCHEDULEPart 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 request the bidders to extend the bid validity period, if required.
2. Taxes: UNDP is a tax-exempt entity. All quotation must be submitted net of any direct taxes or customs duties.
3. Prices should be provided in Afghani (AFN) or price provided by other currencies will be converted at time of bid opening according to the UN exchange rate in order to compare the quotations received in other currency(s).

4. **ADVANCE PAYMENT:**

It is not the policy of UNDP to approve advance payments.. The normal payment terms of UNDP are 30 days upon satisfactory delivery of the services to be certified by UNIDO and acceptance of UNDP.

Item	Description of Goods & services required	QUANTITY	Monthly Rent cost Per Vehicle (AFN)	Total Price (AFN)
1	Toyota Corolla , -for Kabul (please give full details of the suggested vehicles)	6 Months		
2	Toyota Four Runner , for Nangarhar (please give full details of the suggested vehicle)	3 Months		
3	Toyota Four Runner -for Nangarhar (please give full details of the suggested vehicle) this will not be used on regular basis, but rather on demand basis.	1 Vehicle based on need		
Total prices in Afghani				
<i>Please confirm hereafter that the vehicles are available immediately.</i>		(3)calendar days	after notification of order	

In case of any discrepancy between the unit price and the total price, the unit price prevails.

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

UNDP GENERAL CONDITIONS OF CONTRACT 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.

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.

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

20.1 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.

22 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.

23 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.

Audits and investigations:

1.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

1.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

Anti-terrorism:

2- The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee

established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

Security:

- 3.1- The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 3.2- The Contractor shall:
 - (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 3.3- UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the

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Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.