



REQUEST FOR QUOTATION (RFQ) (Land Lease- for official use)

NAME & ADDRESS OF FIRM	DATE: October 10, 2013
	REFERENCE: UNDPAFG/2013/075

Dear Sir / Madam:

We kindly request you to submit your quotation for Provision of Rent of Premises for official use of UNDP CO projects through Legal Property Agent, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as **Annex 2**.

Quotations may be submitted on or before 03:00 PM on *October 28, 2013* Kabul local time and via ☒ *e-mail*, ☒ *courier mail* to the address below:

United Nations Development Programme
Supply Chain Management Office (SCMO), UNDP Afghanistan
UNOCA Compound Jalaalabad Road, Kabul Afghanistan
bids.af@undp.org

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than three email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Not Applicable	
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> Not Applicable	
Exact Address/es of Delivery Location/s (identify all, if multiple)	UNDP Country Office, UNOCA Compound, Jalaalabad Road, Kabul Afghanistan.	
UNDP Preferred Freight Forwarder, if any ²	Not Applicable	
Distribution of shipping documents (if using freight forwarder)	Not Applicable	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	Not Applicable	
Delivery Schedule	Not Required	
Packing Requirements	Not applicable	
Mode of Transport	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input checked="" type="checkbox"/> Not Applicable
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency (AFN) for companies registered under authority of AFG Government <i>Reference date for determining UN Operational Exchange Rate : October 2013 all other currencies will be converted to AFN according to current UN exchange rate</i>	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	

¹ Must be linked to INCO Terms chosen.

² Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	<input checked="" type="checkbox"/> Not Applicable
Deadline for the Submission of Quotation	03:00 PM, <i>Monday, October 28, 2013 and Kabul local time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 1, and in financial agreement with Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate ;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms ⁶	<input checked="" type="checkbox"/> 100% upon complete selection of the location by UNDP
Liquidated Damages	Not Applicable
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness to requirements <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Compliance with the Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Compliance with the details as stipulated in under Annex 2 of this RFQ
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Direct Payment (Purchase Order)
Special conditions of Contract	<input checked="" type="checkbox"/> UNDP will engage the Landlord/s directly once the property/s are identified, with no agent involvement in the negotiations or pertinent arrangements
Conditions for Release of Payment	<input checked="" type="checkbox"/> Fixed payment will only be made to the Agent when CO successfully acquires the desired property. i.e. lease is signed. It's a 'No acquisition, No payment' engagement with the property Agent

⁵ First 2 items in this list are mandatory for the supply of imported goods

⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

Annexes to this RFQ ⁷	<input checked="" type="checkbox"/> Specifications of the Services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁸	<i>Procurement.af@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, and requirements, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

⁷ Where the information is available in the web, a URL for the information may simply be provided.

⁸ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,


for  Kelvin Kellie
Supply Chain Management Office (SCMO)
UNDP Afghanistan

Technical Compliance

UNDP Country Office Afghanistan is looking to lease a house for office accommodation expected for 3 to 10 years (extendable).

Below are the requirements for the house, UNDP will visit houses fulfilling the below criteria and UNDP will engage the Landlord/s directly once the property/s are identified, with no agent involvement in the negotiations or pertinent arrangements, only in case if the house is selected, cleared by security unit and contract is signed with land lord the amount of agent fee (mentioned in annex 2) will be paid to agent.

SN	UNDP Minimum Requirement	Yes/No	Remarks
Administrative Requirements			
1	Minimum of 25 to 45 offices big enough for at least four workstations.		
2	Integration of services into the building works, including electrical, mechanical, communications, security, fire and hydraulic services.		
3	Parking for at least 12 Vehicles		
4	Green Area (preferred)		
5	Storage facilities		
6	Kitchens- from 1 to 2 in each floor		
7	Conference and training hall facility (at least one)		
8	Minimum of 1 bathroom for 4 offices areas		
9	A minimum ceiling height of 2700mm will apply to office areas and 2400mm as a minimum to all other areas except toilet areas.		
10	Connected to 3 phase city power and area for backup generators.		
11	Septic Tank		
12	Independent deep well and water reservoir or pressure tank		
13	Playground area for sport		
14	Readiness for occupancy.		
15	Location: Inside Kabul City (Taimani, Shahr-i-Now, Wazir Akbar Khan, Karti Sey, Shairpor, Klolaposhta)		

Security requirements			
1	Separate entry and exit gates		
2	Separate rooms outside the main building for guards and activity room.		
3	Accommodation space for internal guards, including sleeping, recreation and kitchen areas		
4	Accommodation space for external armed guards. Either separate exit from the compound or space for accommodation to be constructed close to the perimeter.		
5	Bunker/Safe room under each building		
6	"Standoff distance" – buildings should be no closer to the nearest roads than 30 meters		
7	Solid perimeter wall, preferably consisting of reinforced concrete		
8	Room and space at the entry door to search persons and vehicles before they are permitted into the main area of the compound		
9	Premises should not be overlooked by neighboring buildings		

Only shortlisted buildings will be site visited by the UNDP designated team. Any improvement in reference to the security requirements shall be consulted with the landlord.

Codes and Standards

- Contractor should ensure UNDP that all above mentioned codes and standards are included in building, including the National Code of Practice for the Building Industry developed following the International Building Industry.
- Planning and design concepts including: Structure, Materials and finishes, Mechanical Services, Hydraulic Services and Landscaping should be mentioned in map.

Required documents to be submitted along with quotation:

Below listed items should be submitted with the bid documents:

- Site Plan for entire building
- Complete plans for each building
- Plans for electrical system of building
- Plans for water supply and water sewer system

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹⁰)

in conformity with the specification and requirements of UNDP as per RFQ Reference No. UNDPAFG/2013 We, the undersigned, hereby accepts in full the UNDP General Terms and Conditions, and hereby offer to the locations listed below.

We also understand that **UNDP will pay a fixed amount of US\$ 6,000 (Six United States Dollars only) or equivalent to 346,800 AFN (three hundred forty six thousand eight hundred)** as per UN exchange rate month of October, the Agent when CO successfully acquires the desired property, i.e. lease is signed. It's a 'No acquisition, No payment' engagement and there is no other additional payment from UNDP's side to the selected agent.

SN	Required Services	Compliance YES/NO	Remarks
1	Does all required specifications mentioned in annex 1 is fulfilled		
2	Does AGENT agree with general terms of this RFQ		
3	Location of the proposed office- Please specify		

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

⁹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations Development Programme in connection with the performance of its services under this Contract. The contractor shall refrain from any action, which may adversely affect the United Nations Development Programme and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations Development Programme. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations Development Programme or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations Development Programme.

3. TITLE RIGHTS

- (a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.
- (b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

4. 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.

5. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees 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 contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN 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.

6. TERMINATION

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

7. SETTLEMENT OF DISPUTES

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

8. 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.

9. 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.

10. 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.