



REQUEST FOR QUOTATION

After the evaluation and final approval, award is made to the lowest priced acceptable offer.

Subject:	Rental vehicles in two district of Khost provinces		
Offer to:	Human Rights Watch and Media Organization (HRWMO)		
Reference:	RFQ-1-HRWMO-2023		
Issue Date:	May 20, 2023		
Deadline for Submission:	June 6, 2023 at 4:00 PM		
Contact Person Details:	Farif Emaq Telephone: 0202561042 E-mail: hrwmo@hrwmo.org Main Officer Add: House No. 27, Sarak Tasadi Milli Bus, (A) Part of Khoshal Khan Mena, District 5, Kabul, Afghanistan.		
Please note that the Quotations must be sent to hrwmo@hrwmo.org with subject line “Quotation” by 6th June 2023.			
Human Rights Watch and Media Organization Invites You to Submit a Quotation for The Following: HRWMO needs rental vehicle in two different districts. Each district is a separate lot and you may apply for maximum one lots.			
Procurement Specifications			
Lot 1. Lakan District			
Items	Description	Quantity	Contract Date
Rental Vehicle Model (1996 or above)	<ol style="list-style-type: none"> 1. Model Corolla (Model: 1994 or Above 2000). 2. Any color. 3. The vehicle must have the following specifications, 4. machine must work properly, having an active AC system, ABS/brake system, tires and wheel-caps should be new. 5. The vehicle should be equipped with a chain, a fire extinguisher balloons and when needed. 6. The vehicle's traffic document shall be valid within the contract period. 7. The vehicle's driver must have driving license. 8. The vehicle's expenses, such as fuel, engine oil, driver salary, or any other relevant expenses, shall be Covered by the vehicle's owner under this contract. 9. The vehicle shall be generally used on a daily basis within Lakan district of Khost province and also will cover Maton city. 10. The wages shall be paid on monthly basis. 11. The contract shall not contain any insurance. 	1	

	<p>12. The contract duration shall be until the end of 2023 with extention.</p> <p>13. The vehicle shall be equipped with all the other necessary equipment, including a toolbox (wrench...).</p> <p>14. The driver shall be responsible for vehichle security during and after daily project mission.</p>		
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Instructions

Acknowledgement

Please note that the Quotations must be sent to hrwmo@hrwmo.org with subject line “Quotation” by 6th June 2023.

Cost of Quotation

The supplier shall abide all costs associated with the preparation and submission of his quotation and the Human Rights Watch and Media Organization will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

Eligibility and Qualification Requirements

Suppliers are not eligible if they are in one of the situations listed in article 14 of the General Terms and Conditions for Supply Contracts

In the Quotation Submission form, suppliers shall attest that they meet the above eligibility criteria. If required by the Human Rights Watch and Media Organization, the supplier whose quotation is accepted shall further provide evidence satisfactory to the Human Rights Watch and Media Organization of its eligibility through competent authorities in its country of establishment or operation or, if such documents are not available, the suppliers shall reject.

Suppliers shall also be requested to certify that they comply with Human Rights Watch and Media Organization “Child Protection Policy” stated in the end.

To give evidence of their capability and adequate resources Suppliers shall provide the information and the documents requested by the Human Rights Watch and Media Organization.

Exclusion from award of contracts

Contracts may not be awarded to Candidates who, during this procedure:

1. Are subject to conflict of interest:
2. Are guilty of misrepresentation in supplying the information required by the Human Rights Watch and Media Organization as a condition of participation in the Contract procedure or fail to supply this information.

Documents Comprising the Request for Quotation

The Supplier shall complete and submit the following document with his quotation:

1. The attached Quotation Submission Form
2. Copies of vehicles documents by competent authorities.
3. National Identity Card
4. Valid License

5. Relevant past experience documents
6. Any other documents required by Human Rights Watch and Media Organization.

Price

The price quoted by the supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract.

1. Price shall be quoted in AFN

2% tax applicable to the purchase of supplies shall be indicated separately in the Quotation Submission Form.

a) Validity

Quotations shall remain valid and open for acceptance for 30 days after the closing date.

b) Closing date

Quotation must be received by the Human Rights Watch and Media Organization as specified on page 1 not later than the closing date and time. Any quotations received after that will not be considered.

c) Award of Contract and Criteria

The Human Rights Watch and Media Organization shall award the Contract to the supplier whose quotation has been determined to be substantially responsive to this Request for Quotation (RFQ) and who has offered the lowest evaluated price, provided further that the supplier has the capability and resources to carry out the Contract effectively and provide after sales service.

The Human Rights Watch and Media Organization reserve the right to accept all or part of your quotation, whichever is in its best financial interest.

d) Signature and Entry into force of the Contract

Prior to the expiration of the period of the quotation validity, the Human Rights Watch and Media Organization will notify the successful supplier in writing.

Within 2 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful supplier must sign and date the Contract and return it, to the Contracting Authority. On signing the Contract, the successful supplier will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful supplier fails to sign and return the Contract and within the days stipulated, the Human Rights Watch and Media Organization may consider the acceptance of the quotation to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful supplier will have no claim whatsoever on the Contracting Authority.

e) Cancellation for Convenience

The Human Rights Watch and Media Organization may for its own convenience and without charge or liability cancel the RFQ at any stage.

SPECIAL CONDITIONS

Payment

Payment will be made upon receipt of the following documents and within 15 days after goods receipt or services has been delivered:

- 1) Invoice
- 2) Proof of Delivery Goods Received Note
- 3) Any other Documents
- 4) Payment will be made through Cash

For your Kind Attention:

While submitted your Quotation, please clearly write the RFQ Number on your sealed bid. Additionally mention the lot number (if there were lots) for which you are bidding.

QUOTATION SUBMISSION FORM

Lot 1: Lakan District

No	Item(s)	Unit	Quantity	Cost (AFN)	Total Cost (AFN)
1	Corrolla Model (1994 0r above)	Vehicle	1		
	Total price including 2% tax				

Lot 2: Mandozi District

No	Item(s)	Unit	Quantity	Cost (AFN)	Total Cost (AFN)
1	Corrolla Model (1994 0r above)	Vehicle	1		
	Total price including 2% tax				

Description	Information to be entered by supplier in the below columns
Please State Name of Supplier	
Delivery date	
Delivery time	
Guarantee time	

After having read this Request for Quotation of **rental vehicle** on behalf of my company/business, I hereby:

- Accept, without restrictions, all the provisions in the Request for Quotation including General Terms and Conditions for Supply Contracts with annexes.
- Provided that a contract is issued by the Human Rights Watch and Media Organization we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
- Certify and attest that we meet the eligibility criteria stated in the Instructions.
- Certify and attest compliance with the Code of Conduct for Contractors attached with this Request for Quotation (RFQ).

This declaration will be confirmed in the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

The Supplier

Address

Mobile No

E-mail:

Name of Contact Person

Date:

GENERAL TERMS AND CONDITONS

DEFINITIONS

In these general terms and conditions, the terms:

- a) "Purchase Order" and "Contract" are used interchangeably and cover also "purchase contract" and/or "supply contract" or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
- b) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.
- c) "Buyer" and "Contracting Authority" are used interchangeably.
- d) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.
- e) The Contracting Authority's "partners" are the organisations to which the Human Rights watch and Media Organization is associated or linked.

1. DELIVERY TERMS

Delivery Terms Should is as stated above and as per contract.

2. PAYMENT

2.1 Payment will be as indicated in the purchase order. Unless otherwise stated in the purchase order, payment terms will be 30 days from receipt of goods and relevant documentation. Payments will only be made by cheque or bank transfer to the Suppliers company bank account.

2.2 Payment made by the Human Rights Watch and Media Organization does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

3. INSPECTION AND ACCEPTANCE OF THE GOODS

3.1. All Goods shall be subject to inspection by the Human Rights Watch and Media Organization or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Human Rights Watch and Media Organization when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required inspection, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Human Rights Watch and Media Organization be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Human Rights Watch and Media Organization may condition acceptance of the Goods to the successful completion of inspection. In no case shall the Human Rights Watch and Media Organization be obligated to accept any Goods unless and until the Human Rights Watch and Media Organization has had a reasonable opportunity to inspect the Goods following their delivery at final destination,

3.5. Notwithstanding any other rights of, or remedies available to, the Human Rights Watch and Media Organization under the Contract, in case any of the Goods are defective or otherwise do not conform to the

Contract, the Human Rights Watch and Media Organization may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

4. WARRANTY OBLIGATIONS

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
- c) the Goods are of the quality, quantity and description required by the Contract;
- d) the Goods are new and unused; and
- e) The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller's warranties are effective, upon notice by the Human Rights Watch and Media Organization that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Human Rights Watch and Media Organization for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Human Rights Watch and Media Organization may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Human Rights Watch and Media Organization may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Human Rights Watch and Media Organization from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Human Rights Watch and Media Organization may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Human Rights Watch and Media Organization for technical assistance, maintenance, service and repairs of the Goods supplied.

6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Human Rights Watch and Media Organization may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure does arising after the date the Contract become effective.

For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, volcanic activity, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that, any circumstances of force majeure have occurred which may affect performance of its obligations; it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Human Rights Watch and Media Organization in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

8. TERMINATION FOR CONVENIENCE

The Human Rights Watch and Media Organization may, for its own convenience and without charge, cancel all or any part of the Contract. If the Human Rights Watch and Media Organization terminate this Contract in whole or in part upon written notice to the Seller, the Human Rights Watch and Media Organization shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to Human Rights Watch and Media Organization within thirty (30) calendar days after the Human Rights Watch and Media Organization notified the Seller of the termination.

9. VARIATIONS

The Human Rights Watch and Media Organization may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Human Rights Watch and Media Organization may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

10. APPLICABLE LAW AND DISPUTES

The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

11. REMEDIES FOR DEFAULT

11.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true;
- He engages in the practices described in article 16 (corrupt practices).

11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Human Rights Watch and Media Organization under the Contract, the Human Rights Watch and Media Organization shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 4.3;
- refuse to accept all or part of the Goods;
- general damages;
- Termination of the Contract.

11.3. Upon termination of the Contract by the Human Rights Watch and Media Organization under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Human Rights Watch and Media Organization shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- Any liquidated or general damages due by the Seller;
- And/or any sums due by the Seller under article 4.3;
- And/or any excess cost occasioned by a replacement procurement from other sources.

The Human Rights Watch and Media Organization shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

12. OFFICIALS

The Seller warrants that no official of the Human Rights Watch and Media Organization and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

13. CHILD LABOUR AND FORCED LABOUR

The Seller Should sign the below Child Protection Policy

14. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning

those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
- (c) He has been guilty of grave professional misconduct proven by any means that the Human Rights Watch and Media Organization can justify;
- (d) He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the Human Rights Watch and Media Organization or those of the country where the Contract is to be performed;
- (e) He has been the subject of a judgement that has the force for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- (f) Following another procurement procedure carried out by the Human Rights Watch and Media Organization or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

16. DISCRETION AND CONFIDENTIALITY

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

