

Request for Quotation
Provision of Construction Materials for Bamyan watershed Project, Bamyan Provinces
RFQ Reference no: AFKAB. 2023.Aug.006
Date: August 27, 2023

From: ActionAid, Afghanistan

Subject: Request for Bids/quotations – **Provision of Construction Material and goods**

Project location: multiple location in Bamyan Center.

Deadline for Submission: 4:30 PM Afghanistan times, September 3, 2023

Bid submission Address: ActionAid Afghanistan, House no. 11, Street no. 11, Old Tamani, District 10, Kabul, Afghanistan.

1. Background:

ActionAid, Afghanistan is non-governmental, non-profit and non-partisan organization working in Afghanistan since May 2002 with about Forty year's history in the fields of development cooperation, humanitarian and emergency response, rehabilitation, and reconstruction. ActionAid is present in over 40 countries across Asia, Africa and Latin America and part of a strong network of South Asia program and currently involved in community development activities in over 13 provinces of Afghanistan.

It is registered with the Ministry of Economy in Afghanistan, ActionAid is working in Kabul, Bamiyan, Balkh, Jawzjan, Nangarhar, Samangan, Paktika, Khost, Laghman, Farah, Ghor, sHerat and Kunduz Provinces. ActionAid Afghanistan as part of its humanitarian work is calling for quotations from suppliers across the country for the following scope of work.

2. Scope of Work/Goods Required for this proposal:

Action Aid Afghanistan (AAA) is looking for eligible Logistic & Construction materials Supply companies who can supply Construction Materials in accordance with BoQ and below terms and conditions. Requirements are enclosed along with this RFQ.

The materials are required in 24 locations in center of Bamyan and the delivery schedule will be shared with the contractor once the contract signed by both parties.

Bamyan Province

The Estimated Quantity of Construction Materials is being enclosed with this Notice separately. The Quantity of the materials may vary, and the exact quantity of materials will be determined after the vendor(s) are finalized and the vendors are to be mindful of this.

Districts details are written in bill of quantities.

1. General Terms:

- 1.1 The winning company/ies must physically start the delivery of the materials within 5 days (calendar days) after receiving the purchase order OR based on the ActionAid Afghanistan's technical team schedule and request.
- 1.2 ActionAid Afghanistan is committed in providing the best services to the communities and strictly following standards of the project/deliverables as per technical standards as agreed with the Donor. In case of poor quality of materials, ActionAid reserves the right to reject the items and request for replacement to fulfill the requirement(s). ActionAid, Afghanistan also reserves the right to cancel the contract at any time / stage with no compensation to the vendor at all in case the supplied materials does not meet the required standards. In case of any change, this must be agreed in writing with ActionAid and necessary changes brought to the contract.
- 1.3 Companies making the quotations should be able to deliver materials of the same specification and at the same price they have agreed.
- 1.4 ActionAid, Afghanistan reserves the right to award all or part of the RFQ to a vendor / vendors or not to make the award at all.
- 1.5 ActionAid reserves the right to inspect and verify the quality of the items before delivery.
- 1.6 Any modifications in specifications and quality of the items by the vendor are not acceptable.
- 1.7 More than one proposal by a single vendor for the same province will lead to rejection of both/all proposals.
- 1.8 Only AAA has the right to amend the project specifications or the project completion date.
- 1.9 All the transportation are the responsibility of the vendor, and AAA will not pay any extra amount so all prices must be quoted along with the cost of Transport to the site of construction.
- 1.10 ActionAid may decide to award contract to several vendors based on the past work delivery of the Contractors / service providers.
- 1.11 The Supplier will be paid based on the Goods Delivery and Good received Notes and in no case the vendor will be paid for a quantity more than the purchase order. In case there is an increase in quantity of construction materials this has to be agreed in writing.

2. Vendor Selection Criteria:

- 2.1 The AAA's Internal Procurement Committee (IPC) will be in charge of evaluation of bids and selection of the winning proposal.
- 2.2 Preference will be given to the most competitive bid that meets the project requirements and the demonstrated capacity of the vendor / vendors in the area.

3. Eligibility of Applicants:

- 3.1 This is a RFQ for supply of the Construction materials and not for construction so only logistics companies or companies with demonstrated ability to supply construction materials should apply the bids.
- 3.2 The vendors must have a valid and updated license from AISA or the Ministry of Commerce.
- 3.3 Only logistic and companies are eligible to bid other than may not be considered for the evaluation.
- 3.4 Bids must be signed, stamped, dated, and sealed otherwise may lead to disqualification of the bid.
- 3.5 Companies with similar experience might be preferred.

Applicants cannot apply for this proposal if they:

- 3.6 Are not registered companies of the Afghan Government or local authorities in Afghanistan.
- 3.7 Are bankrupt or in the process of going bankrupt.
- 3.8 Have been convicted for an offense concerning professional conduct.
- 3.9 have been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify)
- 3.10 Are guilty of serious misinterpretation in supplying information.
- 3.11 Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission.
- 3.12 Were declared at the serious fault of implementation owing to a breach of their contractual obligations.

4. Prices:

- 4.1 Vendors must provide the most competitive price in Afghani currency there is no compromise on the quality or materials and work, any bid in a currency other than Afghani may be disqualified.
- 4.2 All quotations must abide the Government of Afghanistan Tax regulations. Offered prices must be inclusive of all relevant taxes and duties and other clearance costs. ActionAid will deduct taxes from the contracted price as per the existing tax regulations of the Government of Afghanistan.
- 4.3 Prices for the above items should be valid for 30 days and the prices cannot be changed during the contract period. Please clearly indicate price validity in your offer. In case of validity is not specified, prices are considered valid for 30 days.
- 4.4 This will be a fixed price project and no changes in price will be acceptable once both parties have signed the contract.

5. Tax

- 5.1 The prices should be inclusive of taxes, 2% or 7% (based on nature of registration) tax will be withheld from the total price at source as per law of the land. There is no negotiation on this at any stage.

6. Delivery Address(s):

All the materials should be supplied and delivered in relevant provinces and exact quantity and location will be informed during delivery by the ActionAid's responsible person.

7. Conflict of Interest / Non-Collusion:

Any bidder is required to confirm in writing....

- 7.1 That none of the directors or senior managers of the company are related to any of the directors and staff of Action Aid Afghanistan which may affect the outcome of the selection process. If there are such connections the bidder is required to disclose all the details along with the bid document.
- 7.2 That it has not communicated to anyone other than Action Aid Afghanistan the amount or approximate amount of the tender.
- 7.3 That it has not and will not offer to pay or give any sum of money commission, gift, inducement, or another financial benefit directly or indirectly to any person for doing or omitting to do any act about the tender process. Any such attempt will result in the company being blacklisted by ActionAid Afghanistan.

8. Documents:

8.1 The following documents must be submitted together with the bid:

- 8.1.1 Copy of valid business license
- 8.1.2 Copies of company president and vice president Tazkira (NID)
- 8.1.3 Letter of reference for the authorized person for further contacts or negotiation if required.
- 8.1.4 Tax identification certificate

8.2 The following documents will be requested from the vendor after the issuance of the purchase order and/or contract:

- 8.2.1 Vendors' bank account details
- 8.2.2 Original Commercial Invoice
- 8.2.3 Any other supporting documents if requested by AAA.

Please do not submit any extra document(s) until and unless requested.

9. Payment Conditions:

- 9.1 There will be no advance or instalment payment to the vendor.
- 9.2 Payment will be made to the company through bank or cheque within 21 working days (3 weeks) of receiving the Goods Delivery / Goods Received Note for full delivery.

10. Penalties:

Notwithstanding any other provision of this Agreement, the assignment will be carried by contractor for contract period, in the event that contractor fails to complete contracted job/service under this agreement for any reason such failure continues for more than three (3) days, Client may, at its sole option, has the right to deduct the penalty agreed 0.5% of the total amount of specific item per week of delay starting from 4th day of delay up to max. of 8%, if the work delay amount exceed more than 8% the client reserve the right to terminate the contract with zero compensation for works, services or the deliverable made by the vendor.

Contractor agrees that will make its best efforts to complete the deliveries within the deadline and to advise client of any and all anticipated delays as soon as possible.

Non-Negotiables: ActionAid complies with all Safeguarding Policy requirements (Child Protection, PSEA and SHEA), Anti-Fraud and Corruption, all legal compliances of the Country including Tax Laws. All Companies by applying are undertaking that they are compliant with all these Policies and Laws. Any violation of these will be the responsibility of the vendor and ActionAid reserves the right to cancel any contract and / or Blacklist the vendor in case it is discovered that they have violated any of the policies. Copies of all policies will be shared with the selected vendors during contracting.

11. Force Majeure:

Force majeure is defined as a natural disaster, earthquake, landslide, flood, war, armed conflict, and pandemic. In the event of force majeure, the vendor shall inform the client within 24 hours. Action Aid Afghanistan and the vendor shall amicably decide further action after force majeure. Force majeure shall have an official declaration by the government.

12. Termination of Contract:

The client may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Vendor at least 5 days written notice.

The client may terminate the Contract with immediate effect by giving written notice to the Vendor and claim any losses (including all associated costs, liabilities, and expenses including legal costs) back from the Vendor at any time if the Vendor:

A. becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

In the event of termination, all existing purchase orders must be completed.

13. Late Tenders:

Tenders received after the Closing Date and time will not be considered.

In case ActionAid does not receive adequate number of tenders for a competitive bid, it reserves the right to go for a negotiated process at the provincial level.

14. Submission of Bids:

ActionAid reserves the right to choose either one or multiple vendors to ensure value for money.

The sealed bids must be submitted in hard copies to Country Office at the following address: ActionAid, Afghanistan, House no. 11, Street no. 11, Old Taimani, District 10, Kabul, Afghanistan. All Bids must be signed and stamped. The ActionAid IPC reserves the right to cancel any proposal that is incomplete in any manner.

Deadline for the submission of the bids before 4:30.00 PM Afghanistan times, September 3, 2023.

You can share your queries or concerns 24 hours before the closing date to procurenet.kabul@actionaid.org.

Note: Please sign and stamp all pages.

Vendor details:

Company name:

Name of signatory:

Title:

Contact Number (s):

Email Address(s):

Date:

Sign and stamp: