**Information to Bidders (ITB)**

**Request for Bid (RFB)**

**REF# 25914-AWRO-FA-23/10**

**Title of the RFB: Supply of Food Commodities under Framework Agreement**

**Date: September 28, 2023**

**BID SUBMISSION DEADLINE: October 12, 2023, by 04:00 PM (Kabul Local Time)**

**QUESTIONS / CLARIFICATIONS:**

**Address to** [**hafizullah.assi@awro.org.af**](mailto:hafizullah.assi@awro.org.af)**,** [**mustafa.ahmadi@awro.org.af**](mailto:mustafa.ahmadi@awro.org.af)

**Phone Number: +93784901279 , +93786555561**

**[Section 1 - Instructions to Bidders (ITB)](#_Hlk92111861" \s "1,2474,2516,4094,Sub-Clause Text,Section I - Instructions to Bidd)**

This Section provides **only** **information to help Bidders understand the bidding procedures and general essential requirements** and standards such as information on the submission, opening, and evaluation of Quotations and on the award of Contracts. **The Bidders are not required to sign and submit this Section along with their Price Quotes.**

**[Section 2 - Bid Data Sheet (BDS)](#_Hlk92111790" \s "1,678,712,0,,Section II -Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and can be modified according to the nature and requirements of each bidding. **This section supplement Section I, Instructions to Bidders.**

**[Section 3 - Evaluation and Qualifications Criteria](#_Hlk92115586" \s "1,24131,24184,0,,Section III - Evaluation and Qua)**

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

1. Substantially responsive to the bidding document;
2. The lowest evaluated cost;
3. According to the required qualities; and
4. Capability of providing the services and supplies on high standards

[**Section 4 – Bid Submission Form**](#_Hlk92206291)

This Section includes the form for the Bid submission to be completed and submitted by the Bidder as part of its Bid.

**[Section 5 – Supply Requirements](#_Hlk92698302" \s "1,36438,36470,0,,Section V – Supply Requirements)**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

**[Section 6 – Supplier Code of Conduct](#_Hlk92206678" \s "1,37095,37132,0,,Section V -Supplier Code of Con)**

AWRO is strongly committed to observe the highest ethical and moral standards in all its procurement activities including safeguarding of children and adults in our programs. This Code of Conduct provides a set of principles and behaviors in our everyday conduct of business, ensuring internationally recognized procurement ethics are followed.

**Section I - Instructions to Bidders (ITB)**

1. **Scope of Bid**
   1. The Purchaser, as specified **in the BDS,** issues this Request for Bid (RFB) for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section 4, Schedule of Requirements. The name, identification and number of lots (contracts) of this ITB are **specified in the BDS.**
   2. **Throughout this bidding document:**

### the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;

### “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

### “Delivery Period” is the specified period from the issue date of Purchase Order (PO) for delivery of Goods, as per the applicable incoterms;

### “Goods” means all goods, materials or items that the Supplier is required to supply to the Purchaser under an issued PO. Details of such Goods are set out in **Section 5 – Supply Requirements.**

### “Purchaser” as specified in the BDS, means the AWRO – Afghanistan.

1. **Fraud and Corruption** 
   1. The AWRO requires compliance with the AWRO’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Section V.

1. **Eligible Bidders**
   1. A Bidder may be a firm that is a private institution as an individual entity or combination of private entities in the form of a joint venture (JV) under an existing Contract or with the intent to enter into such a Contract supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event, the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
   2. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

### Directly or indirectly controls, is controlled by or is under common control with another Bidder in the same tendering proceeding; or

### Has the same legal representative as another Bidder; or

### has a close business or family relationship with a professional staff of the Purchaser who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the AWRO throughout the Bidding process and execution of the Contract.

* + 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid in the same procurement proceeding which is basically to avoid multi-ownership and undue influence of the competition environment.
    2. A Bidder that has been sanctioned by AWRO, pursuant to the AWRO’s Anti-Corruption Policies and Framework, shall be ineligible to be prequalified for, bid for, propose for, or be awarded a contract or benefit from a AWRO’s contract, financially or otherwise, during such period of time as the AWRO shall have determined.
    3. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

1. **Clarification of Request for Bid**
   1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Request for Bid and to furnish with its Bid all information or documentation as is required by the bidding document.
   2. A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the** **BDS**. The Purchaser will respond in writing to any request for clarification within 3 working days, provided that such request is received at least 5 days prior to the deadline for submission of Bids. Should the clarification result in changes to the essential elements of the RFB, the Purchaser shall amend the Request for Bid following the procedure under ITB 5.
2. **Amendment of the Request for Bid**
   1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the RFB by issuing addenda.
   2. Any addendum issued shall be part of the Request for Bid and shall be published in the online portal where originally the RFB has been issued. At the same time, such addendums shall also be communicated in writing to all prequalified vendors who received the RFB.
3. **Preparation of Bid**
   1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
   2. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
4. Documents Comprising the Bid
   1. The Bidder shall submit its bid in accordance with the Bid Compliance Assurance Checklist provided under Section 3 - Evaluation and Qualifications Criteria.
5. Letter of Bid and Price Schedules
   1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section 4, Bidding Forms. The forms must be completed without any material alterations to the text, and no substitutes shall be accepted except with prior confirmation by the Purchaser before the bid submission deadline elapses. All blank spaces should be filled in with the information requested.
6. Bid Prices and Discounts
   1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
   2. All items must be listed and priced separately in the Price Schedules.
   3. The price to be quoted in the Letter of Bid shall be the total price of the Bid, including any applicable taxes in the country.
   4. In case the Bidder quotes any discounts, such discounts shall be quoted separately from the total bid price and also indicate the methodology for their application in the Letter of Bid.
   5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS.
   6. The delivery terms of the goods shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the** **BDS.**
   7. Prices quoted by the bidder is considered inclusive of any costs associated with inland transportation, insurance, and other local services required to deliver the Goods to named place of destination **specified in** **the BDS**.
7. **Currency of the Bid**
   1. The Bidder shall quote in local currency (AFN) for the portion of the bid price that corresponds to the expenditures incurred in Afghanistan, unless otherwise specified in the BDS.
8. Validity Period of Bids
   1. Bids shall remain valid for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser). A Bid shall be rejected that offers validity for a shorter period that is inconvenient for the Purchaser to evaluate the bids and finalize the contract award recommendations.
   2. The Purchaser should put in adequate resources and efforts to assess the bids and make the contract awards within initial validity period of the bids.
   3. In exceptional circumstances, if the Contract award is delayed beyond the bid validity period as specified in ITB 11.1, the Purchaser can solicit a revised bid price from the same bidders who participated in the bidding process and/ or adding new pre-qualified vendors. In such a case, the Purchaser will evaluate and make the award decision considering the reasonability of the revised price and availability of adequate funds.
9. **Bid Securing Declaration**
   1. The Bidder shall furnish as part of its Bid, a Bid Securing Declaration in the form specified in **Section 4 – Bidding Forms.**
   2. If a Bidder withdraws its Bid during the period of Bid validity period specified by the Bidder in its Bid; or if the successful Bidder fails to sign the Contract, the Purchaser may declare the Bidder ineligible to be awarded a contract by the AWRO for a period as **stated in the BDS**.
10. **Format and Signing of Bid**
    1. A person duly authorized to sign on behalf of the Bidder shall sign the Bid. This authorization shall consist of a written confirmation of Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.
    2. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
    3. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
    4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
    5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
11. **Submission and Opening of Bids**
    1. The Bidder shall deliver/ submit the bid in methodology and rightly to the address as **specified in BDS**.
    2. If a Bid is not submitted in the prescribed methodology and to the address specified in **ITB 14.1**, the Purchaser will assume no responsibility for the misplacement or premature receipt and assessing of the Bid.
12. **Deadline for Submission of Bids**
    1. Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
    2. The Purchaser does not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late and rejected.
13. **Withdrawal, Substitution, and Modification of Bids**
    1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 13.1.
    2. **No Bid** shall be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid unless such withdrawal, substitution or modification happens within the extended bid validity period/ beyond the original bid validity period.
14. **Bid Opening**
    1. The Purchaser conducts the bid opening by a designated panel without participation of the bidders. Bids are not opened publically.
    2. While opening of the Bids, important credentials of the Bids including bidder’s name, bid price, any discounts if offered, any substitution, modification or withdrawal; and any other details as the designated panel may consider appropriate shall be clearly recorded in the minutes of the bid opening.
15. **Evaluation and Comparison of Bids**
    1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on the Contract award decision is formalized and is transmitted to all Bidders.
    2. Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
    3. Notwithstanding **ITB 18.2**, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it shall do so **in writing**.
    4. To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser will be rejected. **The Purchaser’s request for clarification and the response shall be in writing.** No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be permitted to the Bidders, except in circumstances that the Contract negotiations allow to do so.
    5. The Purchaser’s determination of a **Bid’s responsiveness** is based on the contents of the Bid itself considering the **evaluation and qualifications criteria** provided in **Section 3**.
    6. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

### Affect in any substantial way the scope, quality, or performance of the Goods and related Services specified in the Contract; or

### Limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

### If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive sBids.

* 1. Provided that the Bid is substantially responsive, the Purchaser corrects any **arithmetical errors** on the following basis:

### if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

### If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

### If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1. **Abnormally Low Bids**
   1. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
   2. In the event of identification of a potentially Abnormally Low Bid, the Purchaser will seek written clarification from the Bidder, including a detailed price analysis of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFB.
   3. After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser reserves the right to reject the Bid.
2. **Purchaser’s Right to Accept any Bid, and to Reject any or all Bids**
   1. The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment of the bidding process, the Purchaser shall notify all bids of such a decision.
3. **Notification of Contract Award**
   1. After the contract award decision approved by the AWRO competent authority, the Notification of Contract Award will be issued to all prospective bidders who have participated in the bidding process. This notification will also allow the unsuccessful bidders to seek clarifications on the ground that their bids were rejected. In such a case, the clarification from the Purchaser will be only in regards to the requester’s bid and will not reveal any information about other bids.
4. **Signing of Contract**
   1. After determination of the successful bidder and securing the required review and approval processes, the Purchaser will send to the successful bidder the Contract and the Beneficial Ownership Disclosure Form for signing. The Bidder shall sign, date and return the Contract to the Purchaser along with the Beneficial Ownership Disclosure Form within 3 business days.

**[Section 2 - Bid Data Sheet (BDS)](#_Hlk92111790" \s "1,678,712,0,,Section II -Bid Data Sheet (BDS)**

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[The notes with the italicized form are provided for guidance only and shall be removed when issuing the RFB.]*

|  |  |
| --- | --- |
| **ITB Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids (RFB) is: **25914-AWRO-FA-22/10**   The Purchaser is: **Afghan Women Rights Organization (AWRO)**  The name of the RFB is: **Supply of Food Commodities under Framework Agreement** |
| **ITB 3.1** | Maximum number of members in the Joint Venture (JV) shall be: **Two (2)** |
| **ITB 4.2** | For **Clarification of Bid purposes** only, the Purchaser’s address is:  Attention: **Hafizullah Sahel, Head of Administration**  Telephone: +93784901279 , +93786555561  Electronic mail address: **Address to** [**Hafizullah.sahel@awro.org.af**](mailto:Hafizullah.sahel@awro.org.af) **(copy to** [**mustafa.ahmadi@awro.org.af**](mailto:mustafa.ahmadi@awro.org.af)**)**  Requests for clarification should be received by the Purchaser no later than: **Three (3) days prior to the Bid Submission deadline** |
| **ITB 6.2** | The language of the Bid is: **English**  All correspondence exchange shall be in **English** language.  Language for translation of supporting documents and printed literature is: **Dari/ Pashto** |
| **ITB 14.5** | The prices quoted by the Bidder **SHALL** be subject to adjustment during the performance of the Contract.  **This formula is applicable when the currency fluctuation changes to +/- 5% of the base rate as of currency agreed in the contract, and the adjustment is made on quarterly basis as of the 1st day of the new quarter.**  E2 = E0 – E1  E3 = E2 x 100/ E0  **P0 = P1+E3**  P0 = ‘Revised Contract Price’ payable after price adjustment  P1 = ‘Base Price’ agreed as per the Contract  E1 = ‘Base Rate’ for Exchange of currency as of Contract Award Date  E0 = ‘Prevailing Exchange Rate’ as of the 1st day of the new quarter [**The source of the exchange rate is Da Afghanistan Bank, and the exchange rate factor is ‘selling transfer rate’]**  E2 = Difference of Exchange Rates (between the Base Rate and the Prevailing Exchange Rate)  E3 = The percentage of the amount to be considered for price adjustment (+/-) |
| **ITB 9.1(e)** | The Incoterms is: **Final Destination (Balkh, Chemtal, Nahr-e-Shahi and Sholgareh Districts of Balkh Province)** |
| **ITB 9.1(f)** | * Place of destination: **Balkh city; Balkh, Chemtal, Nahr-e-Shahi and Sholgareh Districts of Balkh province.** * Term of the Contract: **Single transaction** |
| **ITB 11.1** | The Bid validity period shall be **30 days** |
| **ITB 12.2** | If the Bidder performs, any of the actions prescribed in ITB12.2 the Purchaser will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of **Two (2)**years. |
| **ITB 14.1 and 15.1** | For **Bid submission purposes** only, the Purchaser’s address is:  **All bids must be submitted in sealed envelope to the following address:**  **Kabul Province:**  **House# 22, Street # 4, Qala-e Fatullah khan, Shahre Naw**  City: **Kabul**    Country: **Afghanistan**  **The deadline for Bid submission is:**  Date: **October 12, 2022**  Time: **04:00 PM (Kabul Local Time)** |

**Section 3 - Evaluation and Qualifications Criteria**

*This Section contains the criteria to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.*

**Most Advantageous Bid**

The Purchaser will use the criteria and methodologies listed in **Parts 1 and 2** below to determine the Most Advantageous Bid for Contract Award. The Most Advantageous Bid is the Bid that meets the qualification criteria and whose Bid has been determined to:

* + 1. **Substantially meet the Eligibility Requirements;**
    2. **Meet the minimum passing marks of the Technical Criteria that is 75 points out of 100;**
    3. **Substantially meet the Financial Capability Criteria; and**
    4. **The lowest evaluated Bid and required quality.**

**Part 1: Eligibility Requirements**

1. The Bidder shall have the legal capacity to enter into a contract, including registration of the supplier in a country eligible for contracting; **the bidder shall furnish a valid business license along with its bid**;
2. Written **power of attorney** of the signatory of the bid to commit the bidder; The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation of Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.
3. Declaration of **Conflict of Interest** Form. Bidders found to have a conflict of interest shall be disqualified. Failure to disclose such an information may result in the rejection of the bid.
4. **Bankruptcy**-the bidder should not have been declared bankrupt or involved in bankruptcy or receivership proceedings and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future;
5. **Code of Conduct Form**- adherence to code of conduct, Ethical principles such as no child labour, etc. **the relevant form must be completed, signed and stamped.**
6. **VETTING**

Successful bidders must be successfully screened and vetted. This involves checking the bidder and its key personnel, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting of bidders will be completed after the award decision and prior to any contract being signed, or orders placed. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), the Purchaser will withdraw its award decision.

1. **Deviation in payment schedule**

**No advance payment is made**. Bidders that precondition acceptance of their bid to ‘advance payment’ will be considered non-responsive.

**Part 2: Evaluation and Qualification Criteria**

1. **Technical Criteria**
2. **Experience and Technical Capacity [30 points]**

**The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):**

The Bidder must have the necessary similar experience, technical expertise and capacity to perform the Contract. The similarity of the experience is assessed in comparing to the value, nature and complexity of the goods required under the current bid. As the means of proof, the bidders shall submit along with their bid a copy of their contracts/ Contracts with the above similarity definitions that have been successfully executed within the last Five (5) years.

1. **SUSTAINABILITY CRITERIA *20 points***

Criteria used to evaluate the impact a supplier has on the environment, local economy and community. Bids will be evaluated against the same pre-agreed Criteria:

|  |  |
| --- | --- |
| Pillar | Indicators |
| **Economic** | * Employment generation; * Value for Money; |
| **Quality Management** | * Provision of commodities with the required qualities; |
| **Social** | * Safeguards of the human rights; * Child and adults safeguards; * Health and safety of labour and beneficiaries; * Gender equality; |

1. **Delivery Schedule – *20 points***

The Goods specified in the List of requirements shall be delivered within the acceptable time range for the Purchaser. The maximum lead-time for supply of the goods as defined in the supply requirements is 10 days. Bidders are assessed and scored against this criterion for offering shorter lead-time.

1. **Availability and quality acceptance of samples – *30 points***

The Bidder shall provide a sample of each item in the list of Supply Requirements within 3 days upon request of the Purchaser. The Subject Matter Experts for quality check will assess such samples before the bids are evaluated and a contract award decision is concluded. The samples of unsuccessful bidders will be returned after the Contract is awarded.

**Total Technical Marks = 100 [*Adjusting the technical marks within the given ranges, the total shall amount to 100*]**

1. **Financial Capability Criteria**
2. The Bidder shall have a good financial standing and have access to adequate financial resources at least equivalent to the magnitude of the current bid in order to demonstrate that it can execute the contract and all its existing commercial commitments without any disruption to the performance of the Contract.
3. Reports on the financial history of the bidder, such as profit and loss statements, auditor’s reports or any other valid documents that can demonstrate the soundness of the financial history of the bidder and indicate its long-term profitability for the last 3 years.

**Compliance Assurance Checklist**

**Bidders are required to verify completeness and responsiveness of their bid against the following Checklist**

| Item | Question | Bidder’s Response | | |
| --- | --- | --- | --- | --- |
| *1* | The Bidder has examined this RFB carefully and agrees with its all terms and conditions without any material comments and/ or reservations. | **Yes / No** | **Means of Proof** | **Comments, if any** |
|  | **Bid Submission Form**  Is duly completed and signed |  |
| *2* | Written **power of attorney** of the signatory of the bid to commit the bidder. |  | **Valid** [**power of attorney**](#_Hlk92203413)  **is attached** |  |
| *3* | The Bidder shall have the legal capacity to enter into a contract, including registration of the supplier in a country eligible for contracting. |  | **Copy of valid Business License is attached** |  |
| *4* | The bidder shall not be in a state of conflict of interest when participating to this tendering process and further entering into a contract with AWRO if determined to be a successful bidder. Also, the bidder shall have full adherence to the AWRO Supplier Code of Conduct. |  | Declaration of **Conflict of Interest** Form duly completed and signed:  AWRO **Supplier Code of Conduct** document |  |
| *5* | the bidder should not have been declared bankrupt or involved in bankruptcy or receivership proceedings and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future |  | **Bid Submission Form**  Is duly completed and signed |  |
| *6* | The Bidder has examined the requirements and offered its price as per the Supply Requirements. |  | **[Section 5 – Supply Requirements](#_Hlk92698302" \s "1,36438,36470,0,,Section V – Supply Requirements)**  The Price List and Specifications of Goods are duly signed and stamped |  |
| *7* | The Bidder fully comply with the [**Financial Capability**](#_Hlk92204080) requirements under Evaluation and Qualifications Criteria. |  | Verified copy of trade receivables or any other documents that can demonstrate the current financial status of the bidder. (if any) |  |
| *8* | The Bidder fully comply with the [**Experience and Technical Capacity**](#_Hlk92204211) requirements defined under Evaluation and Qualification Criteria. |  | **List of bidder’s previous clients** with their respective contact details for checking. |  |
| *10* | Vendors qualification and registration form completed and signed |  | **Supplier Registration Form** completed and signed |  |

**Section 4 – Bid Submission Form**

**Date of this Bid submission**: *[****October 12, 2023(Kabul Local Time****]*

**RFB No.:** **25914-AWRO-FA-23/10**

**Name of the RFB:** **Supply of Food Commodities under Framework Agreement**

To:  **AWRO – Kabul Main Office**

1. **No reservations:** We have examined and have no reservations to the Request for Bid document including its all annexes;
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
3. **Conformity:** We offer to supply in conformity with the Request for Bid document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **Supply of Food Commodities under Framework Agreement**
4. **Bid Price**: The total price of our Bid, excluding any discounts offered in item (e) below is:

Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

1. **Discounts**: Our offered discount is: [*Specify the amount. Please put zero if no discount is offered.*]
2. **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 11.1 (that is 30 days) from the date fixed for the Bid submission deadline specified in BDS 14.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. **No Conflict of Interest**: We confirm that we are not in a state of conflict of interest and fully comply with the Code of Ethics provided in Section 5.
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or Suppliers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the AWRO policies or pursuant to a decision of the United Nations Security Council;
5. **State of Ownership**: We, the undersigned, confirm that we are fully private owned entity and does not have any shares with the Afghanistan government institutions as well as state owned enterprises.
6. **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
7. **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Bidder[[1]](#footnote-2)**: [*insert complete name of the Bidder*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder[[2]](#footnote-3)**: [*insert complete name of person duly authorized to sign the Bid*

**Title of the person signing the Bid**: [*insert complete title of the person signing the Bid*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

**Section 5 – Supply Requirements**

**Price Schedule**

*Please refer to the document “Price list for the Food Commodities”*

The Following items are required to be quoted for by the Supplier:

* + - * 1. Wheat Flour
        2. Vegetable Oil
        3. Pulses
        4. Salt

The supplier is required to provide prices for three categories for each of the mentioned items; prices for quality 1, quality 2, and quality 3. The supplier is required to provide description for each quality category quoted, including the origin of the item. Under the pulses, the supplier must provide prices for multiple pulses including beans, peas, etc. The supplier is required to package the items as per the following:

1. Wheat Flour – 100 KG
2. Vegetable Oil – 8 KG
3. Pulses – 8 KG
4. Salt – 1 KG

2,200 packages are to be prepared by the supplier with proper packaging. *For further information, please contact the persons listed in this RFB.*

**Section 6 - Supplier Code of Conduct**

AWRO is strongly committed to observe the highest ethical and moral standards in all its procurement activities including safeguarding of children and adults in our programs. This Code of Conduct provides a set of principles and behaviors in our everyday conduct of business, ensuring internationally recognized procurement ethics are followed. Standard elements of good business practice should also be applied. The Code of Conduct is applicable to staff from all AWRO entities, and extends to suppliers, contractors, volunteers, and Board Members. To ensure AWRO is donor compliant, we will adhere to donor procurement requirements, where applicable. Suppliers and their subcontractors must sign the Code of Conduct, acknowledging agreement to abide by the principles herein.

This is mandatory for all bidders to carefully examine the Supplier Code of Conduct, complete, sign and stamp it. This form must be submitted along with the bidder’s offer. The file is provided in a separate document titled **“Supplier Code of Conduct”**

1. In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. [↑](#footnote-ref-2)
2. Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules. [↑](#footnote-ref-3)