



New Society Reconstruction & Development Organization
(NSRDO)

INVITATION TO BID

1) Summary

ITB Number:	ITB -NSRDO/0002 – Construction of Mir Agha School in district Sharana of Paktika Province
Announcement Type:	Invitation to Bid (ITB)
Tender Title:	Construction of Mir Agha School in district Sharana of Paktika Province
Issue Date:	Oct 08, 2023
Submission Date:	October 21 st , 2023

2) Introduction to Organization

New Society Reconstruction & Development Organization (NSRDO) is a civil, nongovernmental, nonpolitical & nonprofit organization, founded by a team of committed Afghan citizens. The main areas of focus of the organization are equal access to justice and services for women, reduction of domestic violence, rehabilitation of battered women and abused children. We also work in peace building, enhancement of democracy, defending of human rights. NSRDO commenced its operations in 2005 in the Northern Province of Baghlan. Since then, (NSRDO) has been operating in Kabul and other provinces of Afghanistan and has regional offices in Kunduz, and Jalalabad along with its head office in Kabul.

NSRDO was registered in the Ministry of Planning, by decision no (951) dated 25/6/1383 and entitled to work in the capital Kabul and other provinces. This is also reregistered in the Ministry of Economy by decision no (598) dated 8/6/06. Furthermore, NSRDO is registered in Ministry of Labor, Social Affairs, Martyrs and Disabled (MoLSAMD), US Embassy and European Commission. The DUNS and European Aid ID number (PADOR) of the organization is 123456787 and AF-2013-DJG-0801607787 respectively.

Website; www.nsrdo.org.af

3) Tender Purpose and Expected Results

New Society Reconstruction & Development Organization (NSRDO) is seeking for construction Company with the below specifications for the Construction of Mir Agha School in district Sharana of Paktika Province.

In order to participate and be eligible, you will need to complete the necessary documents and attend in the bid opening process. Please note the deadline for the bid submission, bid opening and submit your Bid. Incomplete submissions will automatically be rejected.

4) Language of Bid

4.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.

4.2 Supporting documents may be in another language accompanied by an accurate translation of the relevant passages in English (if required)

5) Documents Comprising for the Bid.

The Supplier shall complete and submit the following document with Bid:

1. The attached bill of quantity with your cost.
2. Copy of your company AISA registration certificates
3. Company profile and previous experience.
4. List of similar projects implemented by company
5. Contracts of similar projects and related amount.
6. Similar project completion certificate and donor contacts information.
7. Tax clearance letter for the year 2022.
8. Annual Audited Financial Statement for Last 03 Years
9. List of key teams (full name, last Name, Position and contact detail)
10. CV of the Key Staff with documents. (one project manager and one QA engineer)
11. List of construction equipment with proof of ownership
12. Timetable for 6 months
13. Bank Account Detail.

Note:

1. Bid must be completed without any changes to the format, no substitutes shall be accepted
2. All blank spaces shall be filled with the requested information.

6) Eligibility for Application

To complete the tasks successfully, the Firm/companies are expected to have the following experience:

1. Company must be register with AISA.
2. Over three years' experience in implementation of similar projects with national and international organizations.
3. Implemented at least one similar project worth of 250,000. 0 AFN
4. Experience with/knowledge of national and international organization and UN standards.

7) Payment Terms and Bid Price for Service Contract:

- 7.1 The payments will be made after confirmation of the work – by **NSRDO and supervision engineers.**
- 7.2 Bid price should be made individual and as whole in the summary.
- 7.3 All duties, taxes and other payable will be paid by the contractor under the contract, shall be included in the total bid price submitted by the bidder.
- 7.4 **NSRDO** will deduct the applicable tax as required by Afghanistan tax Law and will make the direct deposit to the Da Afghanistan Bank and make a clearance with the Ministry of Finance at the end of the year and monthly bases accordingly.
- 7.5 **NSRDO** is not responsible for all taxes of the project. Contractor have to pay all the tax according to the rule and regulation of Afghanistan law.
- 7.6 According to article No 73 of Income Tax law of 1384 amended to Article No 72 the Client will withhold.
- 7.7 2% of contract value, if the Contractor holds a valid business license from the relevant sources.
- 7.8 7% of contract value, if the Contractor does not have valid business license or expired business, or any other tasks which the contractor aren't able to provide the business license.

8) Currencies of Bid and Payment:

All invoices will be pay in AFN. And all payment will be transfer through the banking system/ Cheque.

9) Terms of Contract:

The following terms of contract must be applicable for further payment and bidder contracts:

- i. Copy of AISA Certificate along with TIN number or registration certificate from Authorized governmental agencies are needs to be submitted along with the Bid.
- I. Your quotation will be accepted and payment will be proceeding as per your legal business title.
- ii. **NSRDO** will pay crossed cheque in favors of valid bank account of the organization/individual with whom contract is executed. Any other bank account is not acceptable.
- iii. Penalty is applicable to the selected company in case of late delivery as per of our contact policy and procedures.
- iv. Valid Bank account according to your legal business title.
- v. Copy of Audit Financial Statement for Last 03 Years.
- vi. Bid should be signed and stamped from your own side.
- vii. **NSRDO** reserves the right to cancel this process without further notice to the vendors.

10) Submission:

Please submit your bids in accordance with the requirements detailed below:

Complete sealed bid documents should be submitted to House No. 8, District 10, Street 4, Qala-e-Fathullah Kabul Afghanistan no later than Date: October 21st, 2023, Time: **04:00 PM Afghanistan Kabul Time**.

If you have any further question or clarifications in this bid, please reach out by email to the following email id.

Email: Procurement@nsrdo.org.af

Site Visit:-

A site visit is **[Encourage]** by the Bidder which will be organized by NSRDO at Mir Agha School in district Sharana of Paktika.

The Bidder is required to submit by procurement@nsrdo.org.af to NSRDO organization with sharing the name of its representative for the site visit with contact details. The deadline for receipt of this information is October 15th, 2023 at 10:00 AM.

11) Eligible Bidders:

Participation in tendering is open on equal terms to all companies/firms which is officially registered with the Government of Afghanistan. The bidder at the time of submission of the bid should not be:

- II. insolvent;
- III. in receivership;
- IV. bankrupt; or
- V. being wound up.

12) Inspection and late proposal:

NSRDO is obliged to ensure that its procurement decisions are clearly justified and documented, within the Donors mandatory principles. that full and on-the-spot access must be granted to representatives of **NSRDO**, Donor, any organization or person mandated by it, to premises belonging to **NSRDO** or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract.

Tenders must be Submit by the due date and time as specified under para-10. Tenders received after the closing date will not be considered, unless in **NSRDO** sole opinion there are exceptional circumstances which have caused the delay. **NSRDO**, reserves the right, unless the tenderer expressly stipulates to the contrary in the tender, to award batches separately or in any combination.

Clear breakdown of costs related to items and services as requested in RFQ, and a detailed price list for all the services linked to the technical requirement.

The bidder will have affected by no potential conflict of interest, that we and our staff have no particular link with other Tenderers or parties involved in this competition. Should such a situation arise during performance of the contract, we shall immediately inform **NSRDO** in written.

13) Compliance and Rejection of Tenders:

NSRDO reserves the right to reject all bids not submitted in the format specified and any bids where any of the required forms are not completed. Therefore, the **NSRDO** is under no obligation to accept any tender.

14) Clarification of Bidding Documents:

A prospective bidder requiring any clarification of the bidding document shall contact the **NSRDO** in writing before 7 days of the date of bid submission specified under para-10.

The organization will respond in writing to any request for clarification before the deadline for clarification of bids. The **NSRDO** shall forward copies of its response to all bidders who have acquired the bidding document, including a description of the inquiry but without identifying its source.

15) Bid Validity:

Bids shall remain valid for the **60 days** the date of the bid submission deadline date as specified under para-10. A bid valid for a shorter period shall be rejected as non-compliant.

16) Sealing and Marking of the Bidding Documents by the Bidder:

1. The bidder shall enclose the bid for each contract in a plain envelope securely sealed.
2. Be addressed to the House No. 8, District 10, Street 4, Qala-e-Fathullah Kabul Afghanistan.
3. Bear the bid number. ITB – 002/ **NSRDO** – Construction of Mir Agha School in district Sharana of Paktika Province.
4. No other markings should be on the envelope.
5. If any envelope is not sealed and marked as required, those bids will be rejected.

17) Confidentiality:

- A. Bidders must treat the invitation to tender and all associated documentation supplied as confidential.
- B. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated bidder is communicated to all bidders.
- C. Any effort by a bidder to influence the **NSRDO** in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

18) Process of Bid:

The **NSRDO** shall examine the legal documentation and other information submitted by bidders to verify eligibility, and then will review and score bids according to the following criteria:

Award Criteria	Percentage (%) of scoring
Past relevant experience and similar project (construction of building or schools)	30%
Company Capacity	
• Key personnel (at least one project Manager and one QA engineer)	10%
• List of construction equipment	5%
• Company structure	5%
On time delivery (time table 6 months)	10%
Financial Pricing	40%
Total of scoring	100%

In order to qualify bidders should attain a minimum score of 70% of (50 Score) in the technical evaluation.

19) Notification and Signing of the Contract:

Upon receipt of the Letter of Acceptance, the **NSRDO** shall call the successful bidder to sign the Contract and returned back to the organization. Copy of contract will be awarded to bidder in the same time.

20) Scope of Work:

The scope of work is outlined in the Bill of Quantities (BoQ) and drawings attached to this bid.

21) GENERAL REPRESENTATIONS

By submitting its bid in response to this request, the Bidder confirms to **NSRDO** as at the Submission Deadline

21.1) The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the works and to perform its other obligations under any resulting contract. (c) the Bidder has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

21.2) All of the information it has provided to UNICEF concerning the works and the Bidder is true, correct, accurate and not misleading.

21.3) The Bidder is financially solvent and is able to supply the works to UNICEF in accordance with the requirements described in this Bid.

21.4) The use or supply of the works does not and will not infringe any patent, design, trade-name or trade-mark.

21.5) The development and supply of the works has complied, does comply, and will comply with all applicable laws, rules and regulations.

21.6) The Bidder will fulfill its commitments with the fullest regard to the interests of **NSRDO** and will refrain from any action which may adversely affect the donors funding this project - **UNICEF or the United Nations**.

21.7) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

21.8) The Bidder agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Bidder's Proposal meets the requirements and instructions stated in this Bid and the results of the evaluation process.

22) ETHICAL STANDARDS

NSRDO requires that all Bidders observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process.

NSRDO UNICEF and Donors also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this Bid, the Bidder makes the following representations and warranties to **NSRDO** as at the Submission Deadline:

22.1) In respect of all aspects of the solicitation process the Bidder has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In

particular, the Bidder has disclosed to **NSRDO** if it or any of its affiliates is, or has been in the past, engaged by **NSRDO** to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the works requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the works requested under this Bid.

22.2) The Bidder has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

23.3) No official of **NSRDO**, **UNICEF** or of any United Nations System organization has received from or on behalf of the Bidder, or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this RFPS including the award of the contract to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

23.4) Neither the Bidder nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization such as Asian Development Bank, European Union etc. The Bidder will immediately disclose to **NSRDO** and **UNICEF** if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract.

If the Bidder or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, **NSRDO** will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Bidder.

If **NSRDO** chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at **NSRDO**'s sole choice.

23.5) The Bidder will

- (a) observe the highest standard of ethics;
- (b) Use its best efforts to protect **NSRDO** and **UNICEF** against fraud, in the solicitation process and in the performance of any resulting contract; and
- (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at <https://www.unicef.org/supply/resources/procurement-policies>.

In particular, the Bidder will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

23.6) The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

23.7) Neither the Bidder nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International

Labour Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

23.8) The Bidder has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Bidder to perform any works and services in the Bidder's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Bidder has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Bidder, from exchanging any money, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

23.9) The Bidder confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Bidder will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Bidder will further cooperate with UNICEF's implementation of this Policy.

23.10) The Bidder will inform **NSRDO** as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 22 and 23 Each of the provisions in this Article 22 and 23 constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, **NSRDO** is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Bidder, without any liability for termination charges or any liability of any kind. In addition, the Bidder may be precluded from doing business with **NSRDO**, UNICEF and any other entity of the United Nations System in the future.

24. AUDIT CONSTRUCTION WORKS

From time to time, NSRDO and/or UNICEF may conduct audits or investigations relating to any aspect of a contract awarded in relation to this bid, including but not limited to the award of the contract and the Bidder's compliance with the provisions of Article 22 and 23 above. The Bidder will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting **NSRDO** UNICEF and those undertaking such audits or investigations access to the Bidder's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Bidder will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by **NSRDO** and UNICEF.

25) Environmental, Social, Health, and Safety (ESHS)

Bidders, if successful in this bid and are awarded the contract, should adhere to the following:-

- shall ensure that the planned activities will be carried out within the current school's footprint, involving no land acquisition. The sanitary facilities should be at least 50 meters from classrooms and public property, and at least 25 meters away from potable/surface water. If there is not sufficient space, the location of the sanitary facilities should be chosen taking wind direction into account to prevent

smell defusing to the classroom and surrounding environment. Additionally, the sanitary facilities should be in areas that can be easily supervised and evenly distributed throughout the school operation.

- shall ensure that the project's operations won't result in the cutting down of trees or the mutilation, slashing, or tampering with of the surrounding environment. In the event that there is not sufficient space, the contractor shall plant three trees in the current school's footprint in place of each cut tree.
- shall save all existing structures, pipes, cables, sewers, or other services or installations during the project implementation.
- shall ensure that all waste generated by contractor camp operations, excavation, and construction activities is managed properly and disposed of appropriately in the designated site by the local governor or municipalities.
- shall ensure that the environmental, social, health, and safety (ESHS) requirements (**Annex-4**) and proposed mitigation measures are put into place during the construction activities in order to manage, mitigate, minimize, and reduce the pollution of the air, water, noise, and soil.
- shall ensure that a site-specific occupational health and safety (OHS) management plan is developed and implemented during the project's construction phase. This plan should include information on the organization and capacity, roles and responsibilities, personnel protective equipment, compensation based on Afghanistan's national labor laws and regulations, training, and capacity building.
- shall ensure that appropriate incident and accident reporting and handling procedures have been established, including those for internal and external reporting, first aid, compensation, and training for both technical and non-technical workers.
- shall ensure for the safety of their workers, locations, possessions, and operations. They shall ensure that their employees receive sufficient training on safety and security issues that are appropriate for the Afghan context, including conflict-sensitive communication, cultural awareness, implementation, and risk management, and they must immediately communicate to UNICEF any security-related issues that have a negative impact on program delivery or personnel.
- shall ensure that a site-specific Traffic Management Plan (TMP) is developed and implemented during the project construction phase and includes responsibilities and responsibilities, emergency response and reporting procedures, compensation based on Afghanistan's national labor laws and regulations, training, and capacity building for all drivers and other relevant employees.
- shall ensure that a site-specific emergency preparedness and response (EPR) plan is developed and implemented, all technical and non-technical employees and staff are trained. The plan should include roles and duties, emergency response procedures, internal and external reporting procedures.

- shall implement a combination of behavioral and environmental modification to mitigate communicable disease risks and impacts.
- shall ensure that both the project site and the contractor camp have adequate lavatory facilities (toilets and washing places), and that portable and drinking water are properly provided for project workers.
- shall ensure that before, during, and after the project's implementation, every relevant stakeholder, including provincial and district level MoE directorates, community representatives, Schools Management Shuras (SMS), and school's principals, are engaged and involved.
- shall ensure that a grievance system including the PSEA hotline and the PSEA confidential email address is set up at the project level and that all communities, teachers, and project workers (technical, skilled, and unskilled labor) are properly informed of the reporting channels and handling procedures. In addition, UNICEF will encourage the use of its innovative SMS-based mechanisms (U-Report and Rapid Pro), as well as the interagency system Awaaz, to receive feedback from impacted populations.
- shall ensure that a project labor management procedure is in place, that all technical and non-technical worker terms and conditions comply with Afghanistan labor laws and regulations, that they are informed of the project grievance procedure, and that no child or forced labor is employed in the project activities.
- shall ensure the availability of a functional grievance redressal mechanism at the project level that can be used as a reporting channel with specific referral pathways for GBV/SEA/SH. As well as ensure that all project workers (technical and non-technical staff) receive training on sexual exploitation and abuse and sign a code of conduct.
- shall ensure that all project employees, both technical and non-technical, receive continuous capacity-building training on minimizing environmental and social risks and managing their effects.
- the contractor will be in charge of setting up an ESS focal point and will be in charge of implementing the social and environmental safeguards instruments in the project site.

ANNEX-1

Bill of Quantities (BoQ)

Please Fill the BoQ properly and give your rate for each item. The contractors are requested to visit the site prior to fill the BoQ.

ANNEX-2

BIDDING FORM

Bidder's General Details:

a) General information:

Please fill in the below table with required information

Supplier/Company Name:	
Tazkira No./Company Registration No.	
Tazkira Issued /Country of Company Registration	
Nature of primary business/trade:	
Registration date: (only for Company)	
Expiry date: (only for Company)	
Legal status of company (eg. partnership, private limited company)	
Primary contact name:	
Job title (only for Company):	
Primary contacts address:	
Phone:	
Email:	

b) Owners/Managers:

Please fill in the below table with required information

Full Name	
Tazkira no	
Year of birth	
Place of birth	
Permanent Address	
Current Address	
Contact Detail (phone and email address)	

Beneficiaries bank account details:

Beneficiary name:	
Beneficiary account Number:	
Beneficiary Bank Name:	
Bank branch Name:	
SWIFT:	
Bank address:	

Confirmation of Bidder's compliance:

I, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

I, also confirm that I agree to all the terms and conditions specified in this bid. And also understand that these terms and conditions will apply to any subsequent contract that our company/firm will be signing in the event our bid is successful.

I confirm that **(Insert firm name)** may in its consideration of our offer, and subsequently, rely on the statements made herein.

Name of Signatory: -----

Title of signatory: -----

Signature: -----

Date of signing: -----

ANNEX-3

TENDER COMPANY PROFILE AND PREVIOUS EXPERIENCE FORM

The Bidder is requested to:

1. Submit the **Company Profile**
2. Complete the following **Previous Experience Table** listing the work or contracts undertaken in the last past **1 years** similar to the works required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, Handover Documents etc. **for 5 years (2018-2022)**

No.	Name of Project / Type of work	Client name, email and phone #	Total value of the performed works (.....)	Duration of the works contract	Starting date	Ending date	Contracting Authority and Place
1							
2							
3							
4							
5							

NOTE: A comprehensive list of the last 4 years' (2018 – 2022) experience has to be submitted adapting the Form to the necessary rows. NSRDO may conduct reference checks for previous contracts complete.

ANNEX-4

ENVIRONMENTAL, SOCIAL, HEALTH & SAFETY (ESHS)

See attached annexure sent with the bid