**REQUEST FOR PROPOSAL**



TO:

|  |  |  |  |
| --- | --- | --- | --- |
| All potential Consultants: |  | **Date of issue:** | 14 Nov 2023 |
|  | **RFP no.:** | PR-KBL-23-385 |
|  | **Contract title:** | Rebuilding Local Economies and Community-based e-Commerce platform development |
|  | **Closing date:** | 21 Nov 2023 at 2:00 PM |
|  | **Contracting Authority:** | NCA Afghanistan  **Address**: House#: 1071, Opposite of the Technical & Vocational Deputy (TVET) Old Saray Ghazni, District#3, Kabul Afghanistan  E-mail: [Afghan.operations@nca.no](mailto:Afghan.operations@nca.no) |
|  |  | Please note that the Proposals may be delivered to the Contracting Authority at the above address in a sealed envelope clearly marked with the above RFP Number and the name of the submitting company. | |

**NCA aFGHANISTAN** **invites you to submit a proposal for Rebuilding Local Economies and Community-based e-Commerce platform development, ABADI-UNDP project**

Dear Sir/Madam,

The Service is required for REACH-ABADEI project an intervention supported by UNDP. Please find enclosed the following documents which constitute the Request for Proposal:

**A – Instructions**

**Annex 1: Terms of Reference**

**Annex 2: Organisation and Methodology Form** (to be completed by the Candidate)**)**

**Annex 3: Proposal Submission Form** (to be completed by the Candidate)

**Annex 4: General Terms and Conditions for Service Contracts**

**Annex 5: Code of Conduct for Contractors**

If this document is a PDF format, upon request, a complete copy of the above documents can be forwarded in a WORD format for electronic completion. It is forbidden to make alterations to the text.

We should be grateful if you would inform us by email of your intention to submit or not a proposal.

## A. Instructions

In submitting a proposal the Candidate accepts in full and without restriction the special and general conditions including annexes governing this Contract as the sole basis of this procedure, whatever his own conditions of services may be, which the Candidate hereby waives. The Candidates are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Request for Proposal.

1. **Scope of services**

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1.

The Candidate shall offer the totality of the Services described in the Terms of Reference. Candidates offering only part of the required Services will be rejected.

1. **Cost of proposal**

The Candidate shall bear all costs associated with the preparation and submission of his proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

1. **Eligibility and qualification requirements**

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts.

Candidates shall in the Proposal Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Candidate whose proposal is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility.

Candidates are also requested to certify that they comply with the Code of Conduct for Contractors.

1. **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 Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information
3. **Documents comprising the Request for Proposal**

The Candidate shall complete and submit the following documents with his proposal:

1. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate.
2. In case the proposal is singed by any other person than President or V-President of the company an original Power of Attorney should be provided which should clearly state the name of the authorized person and the authorities given.
3. Include a copy of valid business license or registration certificate.
4. Previous experience: The company should have completed 1 similar nature and complexity contracts within last 3 years with the value of at least 70% of bid price, please provide the copy of contract with valid references and work completion Certificate including the Sample of Works.
5. Technical proposal of maximum 12 pages (excluding team CVs and other supporting documents) as laid out in TOR.
6. Documents to support the proposal, company profile and other related documents.
7. CVs of research team members Highlighting the applicant’s experience in the specific field of the Services and specific experience in the country/region where the Services are to be performed.

The proposal and all correspondence and documents related to the Request for Proposal exchanged by the Candidate and the Contracting Authority must be written in the language of the procedure, which is English.

1. **Financial proposal**

The Financial Proposal shall be presented as an amount in USD in the Proposal Submission Form in Annex 3. The remuneration of the Candidate under the Contract shall be determined as follows:

#### Global price: The Candidate shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Candidate shall be deemed to have satisfied himself as to the sufficiency of his/her proposed global remuneration, to cover both his/her fee rate, including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office, etc.) to be incurred for the performance of the Contract. The proposed global remuneration shall cover all obligations of the successful Candidate under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the Services and the remedying of any deficiencies therein.

**Taxes:**

**Withholding Tax on Subcontractor:**

Government withholding Tax: Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, NCA is required withhold “contractor” taxes from the gross amount payable to all Afghan for-profit subcontractor/vendors with aggregate amount of AFN 500,000.00 or greater and transfer this to the Ministry of Finance. In accordance with this requirement, NCA shall withhold 2% tax from all gross invoices from subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce License. For subcontractors /vendors without active AISA or Ministry of Commerce license, NCA shall withhold seven percent 7% “contractor” tax per current Afghanistan Tax law.

**VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the proposal.**

1. **Candidate’s proposed personnel**

In the Organisation and Methodology Form, Annex 2, the Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the Services. The key experts are those whose involvement is considered instrumental in the achievement of the contract objectives. The CV of each key expert shall be provided highlighting his/her experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed. The Candidate whose proposal is accepted shall provide, if so requested by the Contracting Authority, copies of diplomas and employers’ certificates or references proving the key experts’ education, professional experience and language proficiency.

In the Proposal Submission Form, Annex 3, the Candidate shall provide detailed information about key experts’ actual availability for the performance of the Contract.

If, before the signing of the Contract, a key expert proposed in the proposal is no longer available the Candidate shall inform the Contracting Authority immediately and the proposal will in such case be considered invalid.

1. **Subcontractors**

If the Consultant intends to use subcontractors, the Consultant shall state in the Organisation and Methodology Form, Annex 2, their names, qualifications, role and duties in the performance of the Contract and the Consultant shall specify the parts of the Services which will be executed by the subcontractors, which may not exceed 20% of the Contract. Provisions of article “Candidate’s proposed personnel” concerning the Candidate’s personnel and the article concerning eligibility and qualification requirements shall apply to the subcontractors or the subcontractor’s personnel.

1. **Validity**

Proposals shall remain valid and open for acceptance for 45 days after the closing date.

1. **Submission of proposals and closing date**

Proposals must be received at the address mentioned on the front page in a sealed envelope not later than the closing date and time specified on the front page.

1. **Evaluation of Proposals**

The evaluation method will be the quality and cost based selection. A two-stage procedure shall be utilised in evaluating the Proposals; a technical evaluation and a financial evaluation.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights of 70% for the Technical Proposal; and 30% for the offered price. Each proposal’s overall score shall therefore be: St X 70% + Sf X 30%.

**Technical evaluation**

For the evaluation of the technical proposals, the Contracting Authority shall take the following criteria into consideration, with the indicated weights:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Technical evaluation | | | | Maximum Points | |
| **Proposal overall &**  **Design and Development Process** |
|  | Have the Terms of Reference been addressed in sufficient detail? The extent to which the proposal meets the requirements set out in sections 2-4 of the Terms of Reference and throughout this document. Can the service provider complete the required deliverables? Will the Service provider be able to deliver a comprehensive solution, ensuring quality output? | 20 | |
|  | Is the conceptual framework adopted appropriate for the task? The extent to which the service provider demonstrates that a clear design and development process will be followed. The extent to which it is clear what is required in terms of human resources (including expertise), digital assets, and other input to deliver the project on time without being too onerous on NCA staff. | 20 | |
|  | Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract? | 5 | |
|  | Is the work plan and suggested timelines adequate in responding to the Terms of Reference. | 5 | |
|  | **Sub-total Organisation and Methodology** | | | **50** | |
| **Track record** |  | Organisation’s specialised knowledge and relevant experience in the field of assignment and experience in the region. | 10 | |
|  | Relevant academic qualifications & experience of team members in the field of assignment & their proficiency in English language. | 5 | |
|  | Experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc of the team members. | 5 | |
|  | **Sub-total of Candidate and/or Organisation & Key experts** | | | **20** | |
|  | **Total Technical Score** | | | **70 Score** | |

**Interviews**

The Contracting Authority reserves the right to call to interview the Candidates having submitted proposals determined to be substantially responsive.

**Financial evaluation**

Each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The formula for determining the financial scores shall be the following:

Sf = 100 x Fm/F, in which

Sf is the financial score

Fm is the lowest price and

F is the price of the proposal under evaluation

**Negotiations**

The Contracting Authority reserves the right to contact the Candidates having submitted proposals determined to be substantially and technically responsive, in order to propose a negotiation of the terms of such proposals. Negotiations will not entail any substantial deviation to the terms and conditions of the Request for Proposal, but shall have the purpose of obtaining from the Candidates better conditions in terms of technical quality, implementation periods, payment conditions, etc.

Negotiations may however have the purpose of reducing the scope of the services or revising other terms of the Contract in order to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

**A.12. Award criteria**

The Contracting Authority will award the Contract to the Candidate whose proposal has been determined to be substantially responsive to the documents of the Request for Proposal and which has obtained the highest overall score.

1. **Signature and entry into force of the Contract**

Prior to the expiration of the period of the validity of the proposal, the Contracting Authority will inform the successful Candidate in writing that its proposal has been accepted and inform the unsuccessful Candidates in writing about the result of the evaluation process.

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful Candidate fails to sign and return the Contract within the days stipulated, the Contracting Authority may consider the acceptance of the proposal 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 Candidate will have no claim whatsoever on the Contracting Authority.

1. **Cancellation for convenience**

The Contracting Authority may for its own convenience and without charge or liability cancel the procedure at any stage.

1. **Data Protection and Privacy**

The Contracting Authority may collect and process personnel data such as names, addresses, telephone numbers, email addresses, banking details and CVs. Such data will be used for the sole purpose of managing the procurement process and any subsequent Contract issued as a result of the procurement process, including transmission to bodies charged with monitoring and or inspecting procurement processes, in accordance with applicable EU, international and national law on data protection. Data may be stored for as long as a legitimate reason remains for its storage and up to a period of seven years.

Submission of any bid, proposal, quotation or offer and acceptance of any subsequent Purchase Order or Contract signifies the bidders consent to such data collection and its processing

The General Terms and Conditions provide reference to the specific rights, and regulations related to the data that is stored.

**Annex 1: Terms of reference**

Attached separately.

**Annex 2: Organisation and methodology)**

**To be filled in by the candidates, in compliance with the following instructions:**

**Rationale**

* Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract. Detailed list of inputs, activities and outputs. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.
* An opinion on the key issues related to the achievement of the Contract objectives and expected results
* An explanation of the risks and assumptions affecting the execution of the contract.)

**Strategy**

* An outline of the approach proposed for contract implementation.
* A list of the proposed activities considered to be necessary to achieve the contract objectives.
* The related inputs and outputs.
* Option: In the case of a proposal being submitted by a consortium a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.)
* Option: If a team of experts: A description of the support facilities (back-stopping) that the team of experts will have from the Candidate during the execution of the Contract.)
* Option: A description of subcontracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a subcontractor and a statement by the Candidate guaranteeing the eligibility of any subcontractor.

**Timetable of activities**

* The timing, sequence and duration of the proposed activities taking into account mobilisation time.
* The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
* Include a programme.

**Option: Logical frame**

* A Logical frame reflecting the considerations above.

**Key experts**

* The Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the services. The key experts are those whose involvement is considered instrumental in the achievement of the Contract objectives. The CV of each key expert shall be included highlighting his/her experience in the specific field of the services and his/her specific experience in the country/region where the services are to be performed. In addition the Candidate shall include information on current participation of key experts in other contracts and or commitments to participate in future contracts, including detailed description of their tasks and period of engagement.

### Annex 3: proposal submission form

My financial proposal for my services is as follows:

**Global price for fees and reimbursable expenses**

|  |  |  |
| --- | --- | --- |
|  | **Currency** | **Amount** |
| Global price (fees) |  |  |
| **Reimbursable expenses:** |  |  |
| <Transport> |  |  |
| <Accommodation> |  |  |
| <Per diem> |  |  |
| <Office costs> |  |  |
| <Others> |  |  |
| **Total reimbursable expenses** |  |  |
| VAT or other tax on services |  |  |
| **Total price incl. taxes** |  |  |

|  |  |
| --- | --- |
| **Candidate or Company information** | |
| Company (legal name) |  |
| Street name and no. |  |
| City |  |
| Postal code |  |
| Country |  |
|  |  |
| Phone no. |  |
| Email |  |
| Website |  |
|  |  |
| Director (name) |  |

|  |  |
| --- | --- |
| **(GENERAL COMPANY INFORMATION)** | |
| Year of establishment |  |
| Number of full time employees |  |
| Licensing authority |  |
| Licence number (VAT no./TAX id) |  |
| Countries with registered office: |  |
| Registration Certificate – please attach |  |
| Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies. |  |
| Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which. |  |
| Does your company have a Code of Conduct? |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **REFERENCES** | | | | |
| **Name and country of customer** | **Type of contract** | **Value** | **Contact name** | **Phone/fax and email** |
|  |  |  |  |  |
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Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate’s assignments and periods of engagement. Additional documents can be attached to the above form.

The proposal is valid for a period of 45 days after the closing date in accordance with the article A.9. Validity.

After having read your Request for Proposal no. PR-KBL-23-385 for Rebuilding Local Economies and Community-based e-Commerce platform development, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

* Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts.
* Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1 within the time frame described in our Organisation and Methodology Form).
* Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
* Certify and attest compliance with the Code of Conduct for Contractors in Annex 5.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Any subsequent Contract related to this Proposal will be subject to the Contracting Authorities General Terms and Conditions for Service Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

<https://www.kirkensnodhjelp.no/en/about-nca/for-contractors/>

Signature and stamp:

Signed by:

|  |  |
| --- | --- |
| **The Candidate** |  |
| Name of the company |  |
| Address |  |
| Telephone no. |  |
| Email |  |
| Name of contact person |  |