

## INSTRUCTIONS TO TENDERERS

**REF.: LOC/INT/AFG/01/2024**

### Supply of IT Equipment

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

#### 1. Supplies to be provided.

1.1 The subject of the contract is the supply, delivery by the Contractor of the following goods:

**Supply of IT Equipment to INTERSOS compound in Kabul DDP<sup>1</sup> from 1 March 2024 to 28<sup>th</sup> February 2025.**

1.2 Technical plies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements, and other instructions.

1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

#### 2. Timetable:

	DATE	TIME
<b>Tenderers invitation to bid</b>	11 <sup>th</sup> February 2024	11:00 AM
<b>Deadline for requesting clarifications from the Contracting Authority</b>	18 <sup>th</sup> February 2024	16:00 PM
<b>Last date on which clarifications are issued by the Contracting Authority</b>	21 <sup>st</sup> February 2024	16:00 PM
<b>Deadline for submission of tenders</b>	25 <sup>th</sup> February 2024	16:00 PM
<b>Tender opening session</b>	26 <sup>th</sup> February 2024	10:00 AM
<b>Completion date for evaluating offers</b>	28 <sup>th</sup> February 2024	-
<b>Notification of award</b>	29 <sup>th</sup> February 2024	-
<b>Signature of the contract</b>	1 <sup>st</sup> March 2024	-

\* Provisional date

#### 3. Participation

a) Participation in this tender procedure is open only to the invited tenderers.

<sup>1</sup> DDP (Delivered Duty Paid) - Incoterms 2010 International Chamber of Commerce.

b) Natural or legal persons are not entitled to participate in this tender procedure and will be excluded if they are in any of the following situations:

1. there is detection in the list of donor's restrictive measures, at the latest before signing a contract.
2. it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations.
3. it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the Contracting Authority is located or those of the country of the performance of the contract.
4. it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
  - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract.
  - ii. entering into agreement with other economic operators with the aim of distorting competition.
  - iii. violating intellectual property rights.
  - iv. attempting to influence the decision-making process of the Contracting Authority during the procurement procedure.
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
5. it has been established by a final judgment that the economic operator is guilty of any of the following:
  - i. fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by the Council Act of 26 July 1995.
  - ii. corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the law of the country where the Contracting Authority is located, the country in which the economic operator is established or the country of the performance of the contract;
  - iii. participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA.
  - iv. money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council.
  - v. terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively or inciting or aiding or abetting or attempting to commit such offences, as referred to in Article 4 of that Framework Decision.
  - vi. child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.
6. the economic operator has shown significant deficiencies in complying with main obligations in the performance of previous contract signed by the Contracting Authority,

which has led to its early termination or to the application of liquidated damages or other contractual penalties.

7. it has been established by a final judgment or a final administrative decision that the economic operator has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
  8. the Contractor or any of their employees and affiliates utilize:
    - i. sexual exploitative or abusive practices, or are involved in any other humiliating, degrading or exploitative behaviour.
    - ii. child labour or are involved in any other practice that can harm or is likely to cause harm to children. The ILO Convention No. 138 on the minimum age for admission to employment and work (Version 1973) guides the Contracting Authority with the following definitions: 1) Hazardous Work: work which is likely to jeopardize children's physical, mental or moral health, safety or morals should not be done by anyone under the age of 18; and 2) Light Work: children between the ages of 13 and 15 years old may do light work, as long as it does not threaten their health and safety, or hinder their education or vocational orientation and training.
- c) Natural or legal persons are not entitled to be awarded a contract if they are in any of the following situations:
1. is in one of the exclusion situations listed above in point b).
  2. has misrepresented the information required by the Contracting Authority as a condition for participating in the procedure or has failed to supply that information.
  3. was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.
- d) In the cases listed above in point b) tenderers may be excluded from Contracting Authority procedures and be subject to financial penalties representing up to 10% of the total value of the contract.
- e) Each member of joint venture or consortium must be eligible for the contract and cannot be in any of the exclusion situations listed above in points b) and c);
- f) All subcontractors must be eligible for the contract.
- g) Subcontractors cannot be in any of the exclusion situations listed above in points b) and c).

#### 4. Type of Contract

Total price of Lot.

A Framework Agreement will be signed between INTERSOS (Country Director) and the Contractor from 1<sup>st</sup> March 2024 to 28<sup>th</sup> February 2025. Within the contract duration and according to its operational needs, INTERSOS reserves the right to purchase only a part of the listed items in different times and specify the requested quantities of services without variation in the unit price offered by your company. The total amount of the orders cannot exceed **300,000.00 USD (Three Hundred thousand USD)**.

\*Equivalent price in AFN based the exchange rate on the date of signing the contract.

***NOTE: The contracting authority is not obliged to make the purchase for the entire amount specified in the Contract.***

#### 5. Currency

Tenders must be presented in AFN.

#### 6. Lots

This tender procedure is divided into 11 lots.

## 7. Period of validity

- 7.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

## 8. Language of tenders

- 8.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

## 9. Submission of tenders

- 9.1 The Contracting Authority must receive the tenders before the deadline specified in 9.2. They must include all the documents specified in point 10 of these Instructions and be sent to the following address:

Kabul: House # 41, Street # 03, Qala e Fathullah, Kabul PD 10

If the tenders are hand delivered, they should be delivered to the following address:

Kabul: House # 41, Street # 03, Qala e Fathullah, Kabul PD 10,

from 08:00 AM to 16:00 PM, from Sunday to Thursday

- 9.2 All tenders must be received at House # 41, Street # 03, Qala e Fathullah, Kabul PD 10 before the deadline **25<sup>th</sup> February 2024, 16:00 PM**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by its representative. Insert to Tender Box manually located in log office.
- 9.3 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- the above address.
  - the reference code of this tender procedure, (LOC/INT/AFG/01/2024).
  - where applicable, the number of the lot(s) tendered for.
  - the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
  - the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

## 10. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

### Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:

The technical offer should be presented as per template (Annex II+III, Contractor's technical offer) adding separate sheets for details if necessary.

### Part 2: Financial offer:

- A financial offer calculated on a DDP<sup>2</sup> basis for the supplies tendered, including if applicable:

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<sup>2</sup> [DDP (Delivered Duty Paid)] — Incoterms 2010 International Chamber of Commerce.

This financial offer should be presented as per template (Annex IV, Budget breakdown), adding separate sheets for details if necessary.

- An electronic version of the financial offer

### **Part 3: Documentation:**

To be supplied using the templates attached:

- The 'Tender Form for a Supply Contract' together with its 'Declaration of honour on exclusion criteria and selection criteria', both duly completed, which includes the tenderer's declaration (from each member if a consortium):

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 33 of the General Conditions.
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

## **11. Additional information before the deadline for submission of tenders**

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 18<sup>th</sup> of February 2024 at 16:00 AM, the deadline for submission of tenders, specifying the reference and the contract title:

tenders.afghanistan@intersos.org

The Contracting Authority has no obligation to provide clarifications after this date 21<sup>st</sup> of February 2024 at 16:00 AM.

Any prospective tenderers seeking to arrange individual meetings with the Contracting Authority during the tender period may be excluded from the tender procedure.

## **12. Clarification meeting / site visit**

- 12.1. No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

## **13. Alteration or withdrawal of tenders**

- 13.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Section 9.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 13.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 9. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 13.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Section 9 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

## **14. Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

## **15. Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## **16. Joint-venture or consortium**

- 16.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.
- 16.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with Section 10 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter commitments on behalf of the members of the joint venture or consortium.

## **17. Opening of tenders**

- 17.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 17.2 The tenders will be opened in public session on **26<sup>th</sup> February 2024, 10:00 AM** at House # 41, Street # 03, Qala e Fathullah, Kabul PD 10 by the committee appointed for the purpose.
- 17.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.
- 17.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed.
- 17.5 Any attempt by tenderers to influence the Evaluation Committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 17.6 All tenders received after the deadline for submission specified in these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **18. Evaluation of tenders**

- 18.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures, and specifications in the tender dossier without substantially departing from or attaching restrictions to them. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

## 18.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the Evaluation Committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

18.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the Evaluation Committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the Evaluation Committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

## 18.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the Evaluation Committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount considered.
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price considered.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) The purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may consider not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment based on the lowest total cost, including additional costs.

## 18.5 Variant solutions

Variant solutions will not be taken into consideration.

## 18.6 Award criteria

Choose the offers that provide the best conditions, terms of quality and prices for the offered items.

The following are weight evaluation criteria:

- Lowest price = 40%
- Quality (compliance with technical services + monitoring) = 40%.
- Previous proven experience of working with International NGOs / UN Agencies OR Private/ Government Agencies = 10%
- Payment Method = 10% (National bank transfer 10% - Cash or International bank transfer 0%).

## 19. Signature of the contract and performance guarantee

19.1 The successful tenderer will be informed in writing that its tender has been accepted.

No documentary evidence of the selection criteria shall be submitted but no pre-financing will be granted.

- 19.2 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 19.3 Within 3 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 19.4 If it fails to sign and return the contract and any financial guarantee required, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 19.5 The performance guarantee referred to in the General Conditions is set at 5% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 5 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service. On the basis of objective criteria such as the type and value of the contract, the Contracting Authority may decide not to require such a guarantee.

## **20. Tender guarantee**

No tender guarantee is required.

## **21. Ethics clauses and code of conduct**

### **21.1 Absence of conflict of interest**

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in financial penalties.

### **21.2 Respect for human rights as well as environmental legislation and core labour standards**

The tenderer and its staff must comply with human rights. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour). The Contracting Authority applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

### **21.3. Anti-corruption and anti-bribery**

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The Contracting Authority reserves the right to suspend or cancel the procedure if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity, or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.

#### 21.4 Unusual commercial expenses

Tenders will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified, or commissions paid to a company which has every appearance of being a front company. Contractors found to have paid unusual commercial expenses are liable, depending on the seriousness of the facts observed, to have their contracts terminated.

#### 21.5 Breach of obligations, irregularities or fraud

The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

### **22. Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively, or financially acceptable tender has been received or there has been no valid response at all.
- the economic or technical parameters of the project have changed fundamentally.
- exceptional circumstances or *force majeure* render normal implementation of the contract impossible.
- all technically acceptable tenders exceed the financial resources available.
- there have been substantial errors, irregularities, or frauds in the procedure, where these have prevented fair competition.
- the award is not in compliance with sound financial management, i.e., does not respect the principles of economy, efficiency, and effectiveness (e.g., the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate about the price of the market).

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages.