

Annex3, Instructions and Conditions for Invitation to Tender (Supply Contracts)

Date of issue:	07-Apr-2024
Our ref.:	RSDO-JPF/NICCO-24-03
Contract title:	Provision of hygiene kits for the Promotion of hygiene education and sanitation of the local community at Kandahar province. (Kandahar city, Spin-Boldak & Daman Districts).
Closing date:	18. Apr .2024 at 04:00 PM local time
Contracting Authority:	<p>Razi Social & Development Organization (RSDO)</p> <p>Address: Si Metra (Nawaee), Nawaee #16, Herat, Afghanistan</p> <p>Tender Dossier Delivery Address: RSDO Sub office in Kandahar province, Ayno Mina, 11th District, Ayno-mine 25- House Number# 813, Kandahar Afghanistan</p> <p>Contact person: Nazir Akbari, Procurement & Logistic Manager</p> <p>Email: procurement@rsdo.af</p>

Razi Social Development Organization (RSDO) 's office invites all interested and qualified companies to submit Bids for the **“Provision of hygiene kits for the Promotion of hygiene education and sanitation of the local community at Kandahar province. (Kandahar city, Spin-Boldak & Daman Districts).”**.

Razi Social Development Organization (RSDO) will receive and consider Bids in response to this official Invitation to Bid subject to the instructions and conditions hereunder.

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 for providing the Hygiene kits 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 Quotation.

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

The Items required by the Contracting Authority are described in the Technical Specification in Annex 1.

The Candidate shall offer the totality of the Hygiene kits as described in the Technical Specification Annex1. Candidates offering only part of the required Hygiene kits will be rejected.

A.1. Supplies to be provided

Provision of hygiene kits for the Promotion of hygiene education and sanitation of the local community at Kandahar province. (Kandahar city, Spin-Boldak & Daman Districts) as per detailed specifications on the Technical Specification Annex1,

A.2. Cost of proposal

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

A.3. Eligibility and qualification requirements

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in Article 16 of the RSDO General Terms and Conditions for Supply 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.

As a rule, the arrival of a proposal in due time is always the candidates responsibility. Late proposals refer to any proposal arriving after the Closing date for submitting proposals, and any proposals arriving late due to a delay, for example, in the delivery of mail or due to a technical problem related to electronic data transmission.

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

A.4. 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

A.5. Period of Validity

- Tenderers will be bound by their tenders for a period of 30 Days from the deadline for the submission of tenders.
- In exceptional cases and before the original tender validity period expires, the Contracting Authority may ask tenderers in writing to extend this period by 15 days. Such requests and responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- The successful tenderer will be bound by its tender for a further period of 15 days. A further period is added to the validity period of the tender irrespective of the date of notification.

A.6. Submission of Tender Dossier

6.1 The Contracting Authority must receive the tenders before the deadline specified in 6.2. They must include all the documents specified in point A.8 of this Instructions and be sent to the following address:

Address: RSDO Sub office in Kandahar province, Ayno Mina, 11th District, Ayno-mine 25- House Number# 813, Kandahar Afghanistan

Tenders must comply with the following conditions:

6.2 All tenders must be submit their original copies to the address specified above, before the deadline of **18-April-2024** by registered letter with acknowledgment of receipt or hand-delivered against receipt signed by company's Director or its representative.

6.3 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, (i.e., RSDO-JPF/NICCO-24-03);
- The words 'Not to be opened before the tender opening session' in the language of the tender dossier.
- The name of the tenderer.
- The financial offer has to place in a separate sealed envelope inside the total offers' envelope.
- The technical and financial offers **shall be placed on separate sealed envelope** and both envelopes shall then be placed in another single sealed envelope/package unless their volume requires a separate envelope.

A.7. Financial proposal

- The Financial Proposal shall be presented as an amount in AFN in the Financial Offer Form in Annex2. The remuneration of the Candidate under the Contract shall be determined as follows:
- The Candidate shall indicate in his/her proposal his/her proposed global remuneration for the Provision of Hygiene kits as identified in technical specification annex1. 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, Transportation cost, Onloading, Offloading, Stocking before and during the Distribution process ...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 and delivery of the items requested and the remedying of any deficiencies therein.

- VAT and/or any sales tax applicable to the purchase of Hygiene kits shall be indicated separately in the proposal.

This financial offer should be presented as per the template (Annex 2*, financial offer).

A.8. Degree of Expertise and Qualifications

The Declaration of Impartiality and Confidentiality for Candidates, Tenderers, and Suppliers duly signed and stamped;

- The Code of Conduct (COC) for candidates, Tenderers, and suppliers duly signed and stamped;
- General Terms of Conditions of RSDO for suppliers duly signed and stamped
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorized 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 authorized to do so.
- Company's official registration certificate obtained from the relevant national government authority;
- Company's official registration certificate obtained from the local or international Chamber of Commerce and/or Chamber of Industry;
- The Suppliers are required to attach their company profile and factsheet with their Tender Dossier.
- Tax certificate (stating that the company is officially registered with the relevant taxation authorities);
- Pieces of evidence of experiences in similar filed along with reliable and official references (At least 3 references). (Experience with National and international NOGs; along with reliable and official references are preferable).
- valid Bank account Detail.
- Company key staff's CV / Resume including Director and Deputy Director of the company.

Remarks:

Tenderers are requested to follow this order of presentation.

A.9. Evaluation of tenders

A.9.1 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 with them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. 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.

A.9.2 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.

A.9.3 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 pursuant to Article A.9.4. 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.

A.9.4 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 taken into account;
 - 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 taken into account.
- 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) Unless specified otherwise, 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 take into account 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 on the basis of the lowest total cost, including additional costs.

A.10. Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender. The Evaluation Committee will not necessarily choose on the basis of the lowest price alone but will award a contract on the basis of criteria such as best value for money, price, quality, and compliance with international norms, delay for delivery and other criteria, as defined in the Invitation to Tender. The experience of the Tenderer in the performance of similar contracts may also be criterion for selection.

A.11. Signature of the contract

A.11.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in section 16 of the General Terms and Conditions.

A.11.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified.

A.11.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 3 calendar days following the notification of the award or if the successful tenderer is found to have provided false information, the award will be considered

null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

A.11.4 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 25 % 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.

A.11.5 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.

A.11.6 If it fails to sign and return the contract and any financial guarantee required within 5 days after receipt of notification, 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 the such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

A.12 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 project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular 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 with regard to 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. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

A.13 Language of Tenders

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.

A.14 Queries about this Tender

For queries on this Invitation to Tender, please contact the RSDO Procurement Contact on procurement@rsdo.af or Akbari@rsdo.af.

All questions regarding this Invitation to Tender shall be submitted in writing to the above. On the subject line, please indicate the Tender reference number. Offers shall not be sent to the above email.