

**REQUEST FOR QUOTATION (RFQ)- SUPPLY OF VETERINARY LAB
EQUIPMENT FOR MAH**

REFERENCE No: MAH/AFG/MAY /2024/001

PROJECT TITLE: SUPPLY OF VETERINARY LAB EQUIPMENT FOR MAH

ISSUE DATE: MAY 15, 2024

CLOSING DATE: MAY 21, 2024

Quotations may be delivered to the Contracting Authority at the above address in a sealed envelope clearly marked with the above File Number and the name of the submitting company from 01:00 PM to 3:00 PM, local Kabul time on May 21, 2024. Shirpoor House No.25, Next to the Jam Super Market, District 10, Kabul, Afghanistan,

For further information, please contact the Contracting Authority:

Contact person: Habibullah Noori

Tell:(+93) 0202214669

E-mail: habib@mayhewanimalhome.org

Section 1 - Instructions to Offerors

Section 2 - Offer Checklist

Section 3 - Specifications and Technical Requirements

Section 4 - Cover Letter

Section 5 - Business License

Section 1: Instructions to Offerors

1. General:

The Mayhew Animal Home registered as an NGO in Afghanistan in 2016. The Mayhew Animal home focused on eradicating Rabies and controlling the stray dog population through scientific methods in Kabul city and their related districts.

2. Project Summary:

MAH is seeking qualified suppliers to provide Veterinary equipment per specifications stipulated in this RFQ under a Blanket Purchase Agreement (BPA) for the period of one year. The vet equipment is required for Veterinary Faculty of Kabul University. Firms and Companies who have a solid track experience in provision of Lab equipment to international and national organizations or NGOs within Afghanistan, may submit their quotation.

The purpose of this RFQ is to solicit quotations from eligible suppliers for vet equipment is required for MAH. As a result of this RFQ, MAH anticipates issuing a Blanket Purchase Agreement (BPA) — or possibly multiple BPAs — to establish specific pricing levels and parameters to acquire equipment, on-need basis. The BPA will be established for the period of one year. The supplier shall furnish the medicine described in the Purchase Order and issued by MAH under the anticipated BPA. MAH is only obligated to pay for equipment ordered through Purchase Orders issued under the anticipated BPA and delivered by the Supplier to MAH's in Kabul and in accordance with the terms/conditions of the anticipated BPA. Offerors are responsible for ensuring that their offers are received by MAH in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

3. Government Withholding Tax:

Pursuant to Article 72 in the Afghanistan Tax Law effective OCTOBER 21, 2009, MAH is required to withhold "contractor" taxes from the gross amounts payable to all Afghan/International for-profit subcontractors/vendors. Subsequently, based on Decision No. 15 of the Cabinet of Ministers of the Islamic Republic of Afghanistan, MAH shall withhold two percent (2%) tax from all gross invoices to Afghan subcontractors/vendors under this Agreement with active business license. For subcontractors/vendors without active business license, MAH shall withhold seven percent (7%) "Contractor" taxes per current Afghanistan Tax Law. Before the signing of this Agreement, the subcontractor/vendor will provide a copy of the organization's active business license and TIN (Tax Identification Number). Amounts deducted from the invoices will be forwarded to the Ministry of Finance (MOF) Tax Division credited to the firm's TIN. Records of payments to the MOF shall be maintained on file with MAH.

4. Penalty Charges:

If the supplier fails to supply Goods within the date stipulated, MAH shall, without prejudice to its other remedies under the Purchase Order/Contract price, as liquidated damages, deduct a sum equivalent to five percent (2.5%) of the delivered price of the delayed Goods/Services for each week of the delay until actual delivery, up to a maximum deduction of Ten Percent (10%) of the Purchase Order/Contract/Contract value.

5. Dispute:

In case the contractor and MAH came to dispute, MAH signatory authority will be the only person to determine the dispute and the correction measurement upon his/her discretion.

6. 10. Statement of Work/Specification:

The selected supplier shall supply the vet equipment on an as needed bases – at the pricing levels established in the suppliers' offer and the anticipated BPA. When the need arises for the equipment described in the BPA, MAH will issue a purchase order to the BPA holder.

If there are multiple BPA-holders as a result of this RFQ, the ordering document will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time.

- The supplier shall only furnish equipment described in purchase orders issued by MAH under the BPA.
- MAH is only obligated to pay for the equipment documented in purchase orders that are issued under the BPA.
- The supplier should deliver equipment within 15 days to MAH after the purchase order is issued under the anticipated BPA.
- MAH will request an equipment sample prior to the award of the anticipated BPA.

7.Evaluation Process:

The quotations will be evaluated in terms of fairness, cost-consciousness, and best value to the MAH considering both technical and cost factors. An award will be made to a responsible offeror whose offer follows the RFQ instructions, and meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis.

MAH may reject all of the quotes submitted for good cause. MAH may negotiate price or service provided in terms with one or more of the suppliers if it feels that negotiations would improve the chances that MAH receives a better quotation.

8.Quotation Submission guidelines:

Cover Letter shall be included in proposals and signed by the person or persons authorized to sign on behalf of the vendor. a sample of cover letter is in Section 4.

Quotations may be delivered to the Contracting Authority at the above address in a sealed envelope clearly marked with the above File Number and the name of the submitting company from **01:00 PM to 3:00 PM, local Kabul time on May21, 2024. Shirpoor House No.25, Next to the Jam Super Market, District 10, Kabul, Afghanistan,**

Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of MAH.

9. Questions:

Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **04:00 PM local Kabul time on May 20, 2024, by email to habib@mayhewanimalhome.org**. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that MAH believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by MAH will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of MAH or any other entity should not be considered as an official response to any questions regarding this RFQ.

10. Others:

MAH is a non-profit organization that expects to be charged no more than standard humanitarian agency rates.

This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate MAH to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

Section 2: Offer Checklist


To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Official quotation, including specifications of offered equipment (see Section 3 for example format)
- Copy of offeror's registration or business license (see Section 5 for more details)

Section 3: Specifications and Requirements

The table below contains the requirements of the lab equipment that may be ordered under the BPA mechanism. Offerors are requested to provide per- unit quotations containing the information below on official letterhead or official quotation format officially accepting the terms and conditions by stamping each page. In the event this is not possible, offerors may complete this Section 3 and submit a signed/stamped version to MAH. Offered unit price should include shipment, transportation, delivery, custom clearance, and any other administrative charges.

List of the Veterinary Equipment

		UNIT	QTY	UNIT PRICE/USD	TOTAL PRICE/USD	COMPANY
S/N	ACTIVITY DESCRIPTION					
1	Hematology Analyzer (Rayto7600)	Complete set	1			Germany
2	Bio Chemistry Analyzer (Rayto 9200)	Complete set	1			Germany
3	Reagents for Hematology analyzer	Complete set	1			Germany
4	Reagents for Bio Chemistry analyzer	Complete set	1			Germany
5	Statoscope for Animals best quality	EA	18			Germany
6	Micro centrifuge (Sci1542 Sciolgex) High speed.	Complete set	1			China
7	Digital PH meter (PHS 3C)	Complete set	3			Germany
8	Spectrophotometer (752)	Complete set	1			Germany
9	Automatic pipet(set of 3)	Set	1			China
10	Pipette tips,	Box	9			Germany
11	Pipette tips,	Box	3			Germany
12	Pipette tips	Box	9			
13	Diff quick stain3Step	Box	10			Germany
14	Electric Pure Water distiller Machine,	Complete set	1			China
15	ECG Machine3 Channel EDAN	Complete set	1			Germany
	X-Ray Portable 100ma (Used)	Complete set	1			Japan
Total Amount USD						

Suppliers must provide the total of the unit prices

RFQ Conditions:

Administrative Requirements	Valid company business license under the law of country of residence.
Evaluation Criteria	LPTA Process
Delivery Term (INCOTERMS 2000)	DDP (Delivered Duty Paid) Delivery to MAH Office
Delivery Time	Within 15 days when the PO is issued under BPA
Payment Terms	Within 30 days after receipt of complete invoice
validity of Quotation	on months after the offer deadline
Completeness of quotation.	Partial bids not allowed
Delivery Point	Shirpoor House No.25 , District 10, Kabul, Afghanistan,
Customs clearance	If applicable, supplier will be responsible
BRT Tax	Applicable for as per tax law refer to section1, paragraph 3

Section 4

Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: The Mayhew Animal Home (MAH)

Email address: habib@mayhewanimalhome.org

Reference: MAH/AFG/MAY/2024/001 | Supply of Veterinary Lab Equipment for MAH.

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation.

The prices in our offer have been sent independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition. We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Email: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

Section 5

COMPANY'S BUSINESS LICENSE

Please Attach

Section 6

GENERAL TERMS AND CONDITIONS

DEFINITIONS

In these general terms and conditions, the terms:

- a) "Purchase Order" and "Contract" are used interchangeably and cover also "purchase contract" and/or "supply contract" or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
- b) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.
- c) "Buyer" and "Contracting Authority" are used interchangeably.
- d) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.
- e) The Contracting Authority's "partners" are the organisations to which the Mayhew Animal Home (MAH) is associated or linked.

1. DELIVERY TERMS

Delivery Terms Should be as stated above and as per contract.

2. PAYMENT

2.1 Payment will be as indicated in the purchase order. Unless otherwise stated in the purchase order, payment terms will be 30 days from receipt of goods and relevant documentation. Payments will only be made by cheque or bank transfer to the Suppliers company bank account.

2.2 Payment made by the Mayhew Animal Home (MAH) does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

3. INSPECTION AND ACCEPTANCE OF THE GOODS

3.1. All Goods shall be subject to inspection by the Mayhew Animal Home (MAH) or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Mayhew Animal Home (MAH) when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required inspection, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Mayhew Animal Home (MAH) be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Mayhew Animal Home (MAH) may condition acceptance of the Goods to the successful completion of inspection. In no case shall the Mayhew Animal Home (MAH) be obligated to accept any Goods unless and until the Mayhew Animal Home (MAH) has had a reasonable opportunity to inspect the Goods following their delivery at final destination,

3.5. Notwithstanding any other rights of, or remedies available to, the Mayhew Animal Home (MAH) under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Mayhew Animal Home (MAH) may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.

4. WARRANTY OBLIGATIONS

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
- c) the Goods are of the quality, quantity and description required by the Contract;
- d) the Goods are new and unused; and
- e) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller's warranties are effective, upon notice by the Mayhew Animal Home (MAH) that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Mayhew Animal Home (MAH) for the purchase price

paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Mayhew Animal Home (MAH) may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Mayhew Animal Home (MAH) may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Mayhew Animal Home (MAH) from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Mayhew Animal Home (MAH) may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Mayhew Animal Home (MAH) for technical assistance, maintenance, service and repairs of the Goods supplied.

6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Mayhew Animal Home (MAH) may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date the Contract becomes effective.

For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, volcanic activity, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that, any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Mayhew Animal Home (MAH) in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

8. TERMINATION FOR CONVENIENCE

The Mayhew Animal Home (MAH) may, for its own convenience and without charge, cancel all or any part of the Contract. If the Mayhew Animal Home (MAH) terminate this Contract in whole or in part upon written notice to the Seller, the Mayhew Animal Home (MAH) shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Mayhew Animal Home (MAH) within thirty (30) calendar days after the (MAH) notified the Seller of the termination.

9. VARIATIONS

The Mayhew Animal Home (MAH) may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The (MAH) may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

10. APPLICABLE LAW AND DISPUTES

The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

11. REMEDIES FOR DEFAULT

11.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;

- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 16 (corrupt practices).

11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Mayhew Animal Home (MAH) under the Contract, the Mayhew Animal Home (MAH) shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 4.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

11.3. Upon termination of the Contract by the (MAH) under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The (MAH) shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 4.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

The Mayhew Animal Home (MAH) shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

12. OFFICIALS

The Seller warrants that no official of the Mayhew Animal Home (MAH) and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

13. CHILD LABOUR AND FORCED LABOUR

The Seller Should sign the below Child Protection Policy.

14. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
- (c) He has been guilty of grave professional misconduct proven by any means that the (MAH) can justify;
- (d) He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the (MAH) or those of the country where the Contract is to be performed;
- (e) He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- (f) Following another procurement procedure carried out by the (MAH) or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

15. CORRUPT PRACTICES

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

16. DISCRETION AND CONFIDENTIALITY

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.