**ACTION AGAINT HUNGER**

**Afghanistan Mission**

**PD-KBL-00436**

Kabul, 10th July 2024

**Our reference:** PD-KBL-00436

##### SUBJECT: INVITATION TO TENDER FOR CONSTRUCTION AND REHABILITATION OF WASH FACILITIES IN VARIOUS DISTRICT OF DAIKUNDI AND BADAKHSAN

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by ACTION AGAINST HUNGER in writing by 6th August 2024. ACTION AGAINST HUNGER will reply to bidders' questions at least 3 days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your bid at the address specified in the Instructions to Bidders on or before 11th August 2024 at 3:00 PM as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Logistics- Deputy head of Department

Action Against Hunger

E-mail: [tender@af-actionagainsthunger.org](mailto:tender@af-actionagainsthunger.org)

**Call for Tender**

**For construction and rehabilitation of wash facilities in various district of Daikundi and Badakhsan**

**Publication reference:**

**PD-KBL-00436**

**10thAugust, 2024**

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# A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts ACTION AGAINST HUNGER General Terms and Conditions of Purchase by default, or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to ACTION AGAINST HUNGER Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender. The bidders have to stamp the AAH tender document to ensure commitment to all the regulations provided in this tender document; otherwise, their bid will not be valid for further evaluation.

### Preamble

ACTION AGAINST HUNGER is a non-governmental organisation. Private, non-political, non-denominational and non-profit-making, it was set up in France in 1979 to intervene in countries throughout the world. ACTION AGAINST HUNGER’s vocation is to save lives by combating hunger, disease, and those crises threatening the lives of helpless men, women and children.

ACTION AGAINST HUNGER intervenes in the following situations:

* In natural or man-made crises which threaten food security or result in famine,
* In situations of social / economic breakdown, linked to internal or external circumstances which place particular groups of people in an extremely vulnerable position,
* In situations where survival depends on humanitarian aid.

Action against Hunger is supporting the Afghan population since 1979 and directly intervening in Afghanistan since 1995. AAH in Afghanistan provides lifesaving primary health care, with a focus on Integrated Management of Acute Malnutrition (IMAM) services, which is aimed at the reduction of mortality and morbidity among under-five year’s old children and pregnant and lactating women (PLW).

With its main office in Kabul used as coordination and operational base, AAH teams are currently implementing projects in Kabul, Daykundi through its Nili’s office (with a presence since 1999), in Ghor through one office and one sub-office (with a presence since 2002), in Helmand through one office and two fixed health centers (with a presence since 2014) and more recently in Badakhshan with the beginning of activities in June 2021 through different funding’s.

### Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the **construction and rehabilitation of wash facilities in various district of Daikundi and Badakhsan** for Action Against Hunger humanitarian operations coordination activities in Afghanistan.

The purpose of this Call for Tenders is to sign a contract for the **construction and rehabilitation of wash facilities in various district of Daikundi and Badakhsan** province

The Call for Tenders aims to invite reliable and qualified supplier(s).

The total quantity in this tender document is an estimation, and payment will be made for the actual quantity of work delivered.

The whole contract is one lot and will be awarded to one contractor.

Required works procurement technical descriptions are detailed in Appendix B: Price Matrix.

|  |  |  |
| --- | --- | --- |
| **Lot #** | **Lot Name** | **Unit of Measure** |
| 1 | **Construction and rehabilitation of wash facilities in various district of Daikundi** **province** | As per attached BoQ and drawings |
| 2 | **Construction and rehabilitation of wash facilities in various district of Badakhsan** **province** | As per attached BoQ and drawings |

A detailed description of the Construction services required by ACTION AGAINST HUNGER is contained in the technical specifications (APPENDIX C).

### Call for Tenders Schedule:

|  |  |  |
| --- | --- | --- |
| **Particulars** | **DATE** | **TIME\*** |
| Deadline for request for any clarifications from ACTION AGAINST HUNGER | 6th August 2024 | 3:00 PM |
| Last date on which clarifications are issued by ACTION AGAINST HUNGER | 8th August 2024 | 3:00 PM |
| Deadline for submission of tenders (receiving date, not sending date). Tenders received after the date and time would not be considered. | 11th August, 2024 | 3:00 PM |
| Tender opening session by ACTION AGAINST HUNGER | 12 August, 2024 | 10:00AM |
| Notification of award to the successful tenderer | 25th August, 2024 | 3:00 PM |
| Signature of the contract | 29th August, 2024 | 3:00 PM |

\* All times are in the local time of Afghanistan.

Please note all dates are provisional dates and ACTION AGAINST HUNGER reserves the right to modify this schedule.

Please note ACTION AGAINST HUNGER reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter into a competitive dialogue with the shortlisted companies.

### Questions and Clarifications

If ACTION AGAINST HUNGER, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following address by email, up to 2 calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title:

**E-mail :** [**tender**@af-actionagainsthunger.org](mailto:tender@af-actionagainsthunger.org)

**Cell Number: 0799182227**

**To: Logistics – Deputy Head of Department**

Any prospective tenderer seeking to arrange individual meetings with ACTION AGAINST HUNGER during the tender period may be excluded from the tender procedure.

### Clarification Meeting / Site visit

Action Against Hunger reserves the right to perform supplier site visits to access the bidders’ ability to do deliver the required services. Besides this visit (only applicable for pre-selected offers), no other meeting or individual meeting will be accepted by AAH during the tender process in relation to this process (while there may be dialogue about other processes or ongoing contract management).

### Eligibility

Participation in tendering is open on equal terms to all natural and legal persons or companies having registered offices, registration with Afghanistan Government and valid tax registration.

Moreover, to comply with some of ACTION AGAINST HUNGER’s donors’ rules, participants must clearly indicate their company’s nationality and origin of the proposed goods.

Also, companies will be requested to include in their offer some additional documents and all applicants must comply with the set requirements of Eligibility criteria referred in the **“Supplier Questionnaire Section”** **Appendix-A**

Note: **Company must attach proof documents with tender dossier and comply with other eligibility terms. Those who failed to meet eligibility criteria will not be considered for further evaluation and disqualified at this stage.**

### Instructions to submit an Offer

**7.1 – Response Format**

This tender submission shall be titled:

**Construction and rehabilitation of wash facilities in various district of Daikundi and Badakhsan** **province**

**Reference: PD-KBL-00436**

**Submissions will be received in hard copy sealed envelopes only no later than 11th August 2024 at 3:00 pm to** Action Against Hunger Office below.

* **Offers** **should consist of four (6) sealed envelopes: Envelope 1 for the administrative content, Envelope 2 for the technical content for Lot 1 and Envelope 3 for the technical content for Lot 2, Envelope 4 for the financial offer for Lot 1 and Envelope 5 for the financial offer for Lot 2, and Envelope 6 for enclosing all the other 5 (Five) envelopes.**

**Action Against Hunger Office Address:**

|  |  |
| --- | --- |
| **Base** | **Address** |
| Kabul | **Logistics Department**  House #11, Between Street 1st and 2nd Qalai Fathullah, Kabul  Contact Number: +93799 182 227  Email**:** [**tender@af-actionagainsthunger.org**](mailto:tender@af-actionagainsthunger.org) |

Offers must be received by ACTION AGAINST HUNGER no later than the **11th August 2024 at 3:00 pm**

NB: **Late proposals will not be accepted, and will be returned to the Proponent or discarded.**

Also, all proposals will be irrevocable after the Call for Tenders closing date

**7.2 – Content of Tenders**

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. **The followings are mandatory to be included into the proposal:**

**Note: All these documents like supplier questionnaire, pricing matrix and technical officer need to signed and stamped by the service provider (by the duly authorised person of the company):**

1. The “**Tender Dossier**” duly completed, signed and stamped
2. **“Supplier Questionnaire” (Appendix A)** Duly completed, signed and stamped. This questionnaire should be completed with all required information (Attach any document/proof which support the information provided in the questionnaire)
3. **“Pricing Matrix” (Appendix B)** or detailed Price offer completed, signed and stamped with explanatory notes if necessary. Note that only budgets in Afghanistan Currency will be accepted.
4. **“The Declaration of compliance and commitment to respect ACTION AGAINST HUNGER Good Business Regulations” (Appendix E)** completed, signed and stamped by the duly authorised person.
5. **ACTION AGAINST HUNGER Terms and Conditions** of Purchase (**Appendix F)** (signed, stamped and approved by supplier)
6. **Registration Licence** / Certificate of incorporation from Ministry of Agriculture, Irrigation and Livestock and Ministry of Industries and Commerce
7. **ID Card** of the authorized signatory for your company
8. To provide evidence/proof of previous **experience for similar markets**
9. Proof of **yearly income (**balance sheet, financial audit or bank statement) for the last 3 years (2021, 2022, 2023)
10. A **Financial Identification Form (FIF)** from the bank in the name of the company
11. The list of your **machinery** with quantity and proof of ownership
12. **CVs** of the technical team (project managers (Engineers); safety manager;…)
13. **Design drawings per Works and by site** : see Appendix **C, D, E and F for Daikundi province** and Appendix **G for Badakhsan province** Duly completed and signed/stamped.
14. **Work plan** for the totality of works and by area

The Tenderer may include the following **essential documents** in order to support the offer:

1. If applicable, a letter specifying differences between the Supplier Sales conditions and ACTION AGAINST HUNGER General Purchase Conditions.
2. Quality management policy
3. National or international quality certification
4. Environmental management policy
5. Waste management policy
6. Proof of work/supply for international/national NGO
7. Tax registration certificate
8. Tax clearance certificate
9. Letter of solvency issued by the bank on the bank letter head
10. Proof of professional liability insurance and Risk insurance

##### Failure to provide all mandatory documents may result in disqualification of the Tenderer’s proposal.

### Call for Tender Process

ACTION AGAINST HUNGER reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. ACTION AGAINST HUNGER does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

ACTION AGAINST HUNGER reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

### Period of validity

Suppliers shall be bound by their tenders for a period of ninety (90) days minimum from the deadline for submission of tenders. Offer with no validity will be rejected.

However, the Prices and conditions defined in the contract signed with the selected supplier will be valid till the successful completion of the contract.

### Currency of tenders

Tenders must be presented in AFGHAN Currency. And is exempted of VAT, therefore, no VAT should be included in the price. 2% Withholding Tax shall be deducted. Offers in other currency will be rejected.

### Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and ACTION AGAINST HUNGER must be written in English

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English.

For the purposes of interpretation of the tender, the version English will prevail.

### Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

### Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

### Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Kabul by an Evaluation Committee made up of representatives of ACTION AGAINST HUNGER .

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

Tenders will be evaluated on the criteria listed below: (but not only):

* Ability to meet the requirements of the Call for tenders
* Compliance with Action Against Hunger terms and conditions
* Bidder’s financial capacity
* Bidder’s technical capacity
* Bidder’s past experience.

***In general supplier`s grading will be considered under following marking system:***

|  |  |
| --- | --- |
| **Criteria** | **Marking** |
| Financial Offer (i.e.: Lowest/ most competitive Price will get highest Score) | **45%** |
| Technical capacity | **35%** |
| Administrative Document (business License, Tax clearance, office address, years of experience, etc.) | **20%** |

PASS/FAIL selection process

At each stage, candidates meeting the criteria will be "pre-selected for the next stage" (the stages being: opening, then administrative, then technical and finally financial).

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder 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 ACTION AGAINST HUNGER in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

Bidders have to accept any miscalculation in the BQ; otherwise, their offer will be rejected.

### Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). ACTION AGAINST HUNGER will send the signed purchase documents in two original copies to the successful bidder.

Within ten (10) working days following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within ten (10) working days, ACTION AGAINST HUNGER can consider after notification the award as null and void.

**After selection, and before signature of the contract, Action Against Hunger will inspect the teams of the selected tenderer that will be allocated.**

**During the use of the contract, AAH will be able to ask upon meeting (at least 24 hours in advance) to a visit supplier’s office.**

**Action Against Hunger reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier**

The unsuccessful tenderer will be informed in written shortly after the award.

### Ownership of tenders

ACTION AGAINST HUNGER retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

### Contract

The contract that will be concluded between the successful tenderer and ACTION AGAINST HUNGER is done according to ACTION AGAINST HUNGER standard contract.

The contract will be based by order of preference on the following elements:

* Terms and requirements as defined in the present Tender dossier
* ACTION AGAINST HUNGER Terms and Conditions attached in Appendix F for additional elements not covered in the Tender Dossier
* The selected supplier’s offer.
* Specific conditions that differ from the above, offered by the supplier and explicitly accepted by ACTION AGAINST HUNGER

### Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by ACTION AGAINST HUNGER .

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

**Under no circumstances will ACTION AGAINST HUNGER be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if ACTION AGAINST HUNGER has been warned of the possibility of damages.**

**The publication of a procurement notice does not commit ACTION AGAINST HUNGER to implement the announced programme or project.**

### Ethics

ACTION AGAINST HUNGER pays very careful attention to working with companies that commit to respect basic Ethics Rules. The tenderers have to read and understand the Good Business Regulations as defined by ACTION AGAINST HUNGER and introduced in the Appendix E of this tender dossier. The tenderers will have to fill and sign the Appendix E: *Declaration of compliance & commitment to respect ACTION AGAINST HUNGER Good Business Regulations.*

### Quantities

The quantity of the work procured is mentioned in the bill of quantity (BoQ). These quantities are an estimation, and the actual work may increase or decrease from the estimation. The exact quantities will be calculated after the completion of the task.

**Hereafter, this represents an estimated quantity, subject to potential increase or decrease of quantities.**

**For details kindly see the attached BoQ and drawing, which is a separate attachment.**

### Included Services

Completion of all activates and its necessities as per BoQ and drawing.

### Conditions

The Contract will be signed by Action Against Hunger and the selected supplier. These contracts will detail the type construction services, price, conditions, payments, etc…

### 23. Delivery

**Date of delivery:**

The project's completion period is 90 calendar days. After signing the contract and receiving the work permission letter, the contractor is liable to complete the project within 90 days.

**Place of delivery (construction site)**

The wash activities and sanitation are located in the following province.

1. Daikundi for Lot 1
2. Badakhsan for Lot 2

**Delivery Inspection:**

An Action Against Hunger representative will monitor and inspect the quality and quantity of works procurement. The inspection will be done of the basis of specification described in the:

* Workplan,
* BoQ,
* Drawings,
* Contract.

If the inspection team concludes that the delivery complies with the specification of the contract, Action Against Hunger will accept the work completion. The filed monitor team will issue a completion certificate for delivered services.

**Non-conformity at delivery.**

Should the quality of the works not satisfy Action Against Hunger requirements at the moment of the delivery inspection, Action Against Hunger reserves the right to demand:

* Improvement, modification, alteration, removal or any other necessary action.
* or the immediate reimbursement of the payment
* Or the cancellation of the order and of the corresponding price.

If the supplier is not able take necessary action for Improvement, modification, alteration or removal within the agreed timeframe, Action Against Hunger reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the contract, totally or partially;

**Late Delivery**

Due to the emergency and constraint triggered off by Action Against Hunger specific humanitarian activities, the disposal or delivery dates define in this article are fixed and mandatory.

The supplier has to notify Action Against Hunger about any potential delay, as soon as he is aware of it, in order to anticipate and minimize the consequences. The bidder shall provide logical and reliable document for any delay to describe the reason for late delivery or delay; otherwise the AAH liquidated damages will be applied.

If no agreement can be found, penalties of 0.5% per day of delay will be applied.

### 24. Payment procedure

All payments will be made by bank transfer to the designated account of the supplier.

AAH will prefer payment done by electronic bank transfer. The currency of payment is the Afghanistan Currency.

Invoices will be issued by the supplier after the completion of at least 60% of the work.

Payment will be done after receipt of confirmed and accepted invoices within 15 days.

The payment will be made on the following basis:

40% payment after completion of 60% work,

Total of 90% payment after completion of 100% work.

AAH has the right to retain 10% of the contract for a period of two months.

**Appendices**

Appendix A: Supplier Questionnaire

Appendix B: Pricing Matrix

Appendix C: Price matrix BoQ for Check DAM Daikundi

Appendix D: Price matrix BoQ for Stonemasonry DAM Daikundi

Appendix E: Price matrix BoQ for Stonemasonry Snow-water Daikundi

Appendix F: Price matrix BoQ for Water supply Daikundi

Appendix G: Price matrix BoQ for construction-rehabilitation Badakhsan

Appendix H: ACTION AGAINST HUNGER ’s Good Business Regulations

Appendix I: ACTION AGAINST HUNGER’s Purchase Terms and Conditions

# Appendix A : Supplier Questionnaire

**Company Name: …………..**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Company Information (administrative and financial capacity part):** | | | **Answer** | | **Max Marks** |
| **1** | | Is your company registered in Afghanistan?  Please provide a copy of Registration |  | | 10 |
| **2** | | Please provide the ID card of the authorized signatory for your company |  | | 10 |
| **3** | | Do you have Office in Kabul? Write the address |  | | 10 |
| **4** | | Do you have an Office in Daikundi and Badakhsan Province? Write the addresses |  | | 10 |
| **5** | | What is your core Business activity? |  | | 10 |
| **6** | | How many years of experience do you have in the field of construction? (5 years or more get full marks) |  | | 10 |
| **7** | What is your yearly income/turn over in USD over the last 3 years?  Please provide financial document proving turnover (balance sheet, financial audit) or bank statement for the last 3 years | | |  | 10 |
| **8** | Do you have a bank account detail/information of your company?  Please provide the bank account details | | |  | 10 |
| **9** | Do you have Tax Registration Certificate?  Please provide a copy of Tax Registration | | |  | 10 |
| **10** | Do you have a Tax Clearance Certificate?  Please provide the last tax clearance certificate | | |  | 10 |
| **11** | Provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix F) | | |  | 10 |
|  | Total Marks (20% weight will be given) | | | | 110 |
| **Technical Capacity information:** | | | | | |
| **1** | Do you have relevant experience on the type of works?  Attached the past contracts of the relevant experience or works completion certificate | | | | 15 |
| **2** | How many machinery (truck, generator, mixer…) do you have?  Please provide the list of your machinery with quantity  And provide ownership certificate or lease agreement of each | | | | 15 |
| **3** | Do you have a national or international quality certification?  Please specify and attach relevant documents. | | | | 10 |
| **4** | Do you have at least two experienced project managers (Engineers) with at least 5 years’ experience?  Please provide CVs of these staffs | | | | 10 |
| **5** | Do you have a safety manager with at least five years’ experience?  Please provide CV. | | | | 10 |
| **6** | Do you have a safety policy? Please share it | | | | 10 |
| **7** | Do you have a management policy for quality, environment and waste? Please share them | | | | 15 |
| **8** | Have you worked with international/ national NGOs?  Please provide relevant contracts copies or works completion certificate | | | | 10 |
| **9** | Will all the work be carried out directly by your company, or do you plan to subcontract (no subcontracting) ? | | | | 20 |
| **10** | Do you prepare a work plan for the totality of works and also by area? Kindly provide a copy. | | | | 20 |
| **11** | Do you have professional liability insurance and Risk insurance? Please share them | | | | 15 |
|  | Total Marks (35% weight will be given) | | | | 150 |

# Appendix B:

# Detailed Pricing Matrix

Table A

|  |  |
| --- | --- |
| **Particulars** | **Answer** |
| Validity of this offer (minimum 90 days): | . . . . days |
| Service Delivery period (Construction completion period) | . . . . Calendar days |
| Payment Conditions (bank transfer): |  |

**+ Price appendix C, D, E, F, G are attached to this file and duly completed and signed/stamp**

# Appendix H:

# ACTION AGAINST HUNGER’s GOOD BUSINESS REGULATIONS

**These Good Business Regulations are the ground for a professional working relationship between ACTION AGAINST HUNGER and the suppliers.**

**They are general regulations valid unless others particular conditions are mentioned in the contract**. **In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.**

###### Principles of the procurement procedures

ACTION AGAINST HUNGER has transparent procedures to award markets. Essential principles are

* *Transparency* in the procurement process
* *Proportionality* between the procedures followed for awarding contracts and the value of the markets
* *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

* Authorisation to perform the market
* Financial and economic capacities
* Technical expertise
* Professional capacities

Usual criteria to award markets are:

* Automatic award (the cheapest offer complying with all requirements)
* Best value for money (price/quality ratio)

###### Misbehaviour, ineligibility and exclusion

**ACTION AGAINST HUNGER considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:**

* **Fraud** defined as any intentional act or omission relating to:
  + The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of ACTION AGAINST HUNGER or institutional donors funds
  + Non-disclosure of information, with the same effect
  + The misapplication of such funds for purposes other than those for which they were originally granted
* **Active corruption**: to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage ACTION AGAINST HUNGER or institutional donors financial interests
* **Collusion**: the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.
* **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
* **Bribery:** to offer ACTION AGAINST HUNGER employees monetary or in kind gifts in order to gain additional markets or to continue a contract
* **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding ACTION AGAINST HUNGER .
* **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

**ACTION AGAINST HUNGER will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:**

* To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have enter into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
* To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
* To have been **guilty of grave professional misconduct** proven by any means that ACTION AGAINST HUNGER can justify
* To have 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 they are established or with those of the country where ACTION AGAINST HUNGER mission is operating or those of the country where the contract is to be performed
* They have 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 detrimental to the Communities' financial interests
* To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

ACTION AGAINST HUNGER will not award contracts to candidates or tenderers who, during the procurement procedure:

* Are subject to a conflict of interest
* Are guilty of misrepresentation in supplying the information required ACTION AGAINST HUNGER as a condition of participation in the contract procedure or fail to supply this information

###### Administrative and financial sanctions

In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices ACTION AGAINST HUNGER will impose:

* **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

* **Financial sanctions:**

ACTION AGAINST HUNGER will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by ACTION AGAINST HUNGER.

###### Information of and access for the Donors

ACTION AGAINST HUNGER will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of ACTION AGAINST HUNGER’s institutional donors for the purposes of checks and audits.

###### Documents to be a supplier

Hereafter is the minimal documentation a Supplier working with ACTION AGAINST HUNGER will have to provide:

* Personnel national ID document of the supplier/company representative
* Status and registration of the company
* Mission order or power of attorney authorising the representative to contact

**Important note:** Additional documentation may be required for a particular market.

In addition the Supplier must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

###### Anti-Corruption Policy

If you believe that the action of anyone (or a group of people) working or volunteering for ACTION AGAINST HUNGER programs is responsible for violating the above rules, you should file a report through the Whistle-blower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged.All reports are treated confidentially to the extent permissible by law. ACTION AGAINST HUNGER will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation.

Reports are to be sent as follows: [**CD@af-actionagainsthunger.org**](mailto:CD@af-actionagainsthunger.org) **or** [**abuse@af-actionagainsthunger.org**](mailto:abuse@af-actionagainsthunger.org)

###### Safeguarding & PSEA

“AAH requires the Supplier to comply with AAH Safeguarding Policy, PSEA, Code of conduct guideline and Charter of Principles (Annex 9).

**Safeguarding**

The Supplier must commit to:

* Respect AAH principles : Independence, Neutrality, Transparency, Free and Direct Access to victims, Non-discrimination, Professionalism
* Do not harm
* Contribute to creating and maintaining an environment that prevents Safeguarding violations and promotes the implementation of the Safeguarding Policy.
* Report any concerns or suspicions regarding safeguarding violations by AAH staff, supplier’s staff, or any associated personnel to the following reporting email address: [abusereport@af-actionagainsthunger.org](mailto:abusereport@af-actionagainsthunger.org)
* Conduct themselves according to the highest standards of humanitarian professionalism, ensuring that programs and operations facilitate an environment where our program participants and communities feel safe, respected and supported
* Follow and/or facilitate tailored training when required by AAH

**PSEA**

* AAH staff, supplier staff, or any associated personnel must not engage in sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.
* Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited. This includes exchange of assistance that is due to beneficiaries.
* Any sexual relationship between staff and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of our work.
* Where staff develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms (reporting email address: [abusereport@af-actionagainsthunger.org](mailto:abusereport@af-actionagainsthunger.org))
* AAH staff, supplier staff, or any associated personnel are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

AAH has a ZERO TOLERANCE towards all forms of harm and abuse. We take concerns and complaints relating to Safeguarding issues involving our Staff, Associated Personnel, Partners and Suppliers very seriously and will take action to vigorously investigate and manage any violations or alleged violations of this Policy.”

**TO BE FILLED OUT BY THE BIDDER:**

I, undersigned …………*………………….* representative of …*…………..*……… certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of ACTION AGAINST HUNGER Good Business Regulations and I commit to achieve the best performances in the event ……………*……..*………… is awarded a market.

By signing, I certify that ……………*…………..*………… has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions .

Last, I hereby certify that ………….. *………….*…..……. is not involved in any pending lawsuit, claim or action in the Company’s name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

Name: Date:

Position: Stamp:

Signature:

# Appendix I

# TERM AND CONDITIONS OF PURCHASE



**ACTION AGAINST HUNGER**

**TERMS AND CONDITIONS of PURCHASE**

**ARTICLE 1: GENERAL PROVISIONS**

The following general Terms and Conditions apply to all orders placed by Action Against Hunger with a supplier. The term "order" refers to any Action Against Hunger purchase order or contract.

Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier’s terms of sale.

This Agreement may only be varied with the written consent of Action Against Hunger and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

(5) years from the initial delivery date.

**ARTICLE 2: DELIVERY**

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by Action Against Hunger or by the forwarding agent appointed by Action Against Hunger.

All orders will be delivered in full, unless Action Against Hunger has agreed to partial deliveries in writing.

All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. Action Against Hunger reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.

Should the point of delivery be different to the billing address, a copy of the delivery note, and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

Action Against Hunger reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost

**ARTICLE 3: DELIVERY TIMES**

Delivery times and delivery dates appearing on the purchase order or contract are binding.

If contractual delivery times are not respected, Action Against Hunger may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery.

If goods have not been delivered within ten (10) calendar days after the contractual delivery date, Action Against Hunger reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

**ARTICLE 4: COMPLIANCE**

A delivery will only be considered as compliant after verification and acceptance by Action Against Hunger. On-compliant goods can be refused, without written prior agreement from the supplier, and returned by Action Against Hunger at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time Action Against Hunger will be responsible for costs incurred returning the goods.

Action Against Hunger may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from Action Against Hunger, that the total price be refunded, or the cancellation of the order in its entirety.

All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from Action Against Hunger. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

**ARTICLE 5: PACKAGING**

The supplier agrees to supply goods and services that comply with technical specifications defined by Action Against Hunger, official standards and, in all cases that comply with good professional practice in the sector in question.

Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

**ARTICLE 6: WARRANTY**

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage.

The supplier provides, at no additional charge, a 12-month guarantee (spare parts, labour and travel costs) for delivered goods commencing on the date of acceptance by Action Against Hunger. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by Action Against Hunger of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

**ARTICLE 7: DANGEROUS OR PERISHABLE GOODS**

The supplier agrees to inform Action Against Hunger of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods.

The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percent (80 %) of its total initial shelf life

**ARTICLE 8: LIABILITY**

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with Action Against Hunger.

**ARTICLE 9: ORDER CANCELLATION**

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by Action Against Hunger if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by Action Against Hunger by registered mail with acknowledgement receipt.

Action Against Hunger will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by Action Against Hunger.

**ARTICLE 10: PRICE**

Unless stipulated otherwise by Action Against Hunger, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported outside the European Union do not include VAT.

**ARTICLE 11: INVOICING AND PAYMENT**

Two copies of all invoices will be issued and sent to the Action Against Hunger office that sent out the order within seven (7) calendar days of delivery.

If several orders are contained in one delivery, a separate invoice will be issued for each order.

All invoices will feature the exact references of the delivery note and the order to which they correspond.

Unless stated otherwise on the purchase order or contract, payments are to be made by *[each mission to insert their payment mode]* within *[each mission to insert their payment delay]* from the end of the month during which the invoice was received.

**ARTICLE 12: ETHICAL AND ENVIRONMENTAL RESPONSIBILITY**

Action Against Hunger reserves the right to refuse an order at any time if the supplier or one of its sub-contractors, affiliates or subsidiaries, provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or Unethical HR Practices. Those practices include the use of Child labour, sexual exploitation or abuse, overriding basic social rights and work conditions, and non respect of the standards defined by the International Labour Organisation (ILO[[1]](#footnote-1)), and AAH policies[[2]](#footnote-2), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions. Furthermore, Action Against Hunger is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy. Action Against Hunger reserves the right to use international supplier’ screening tools to check the suppliers record with regards to their possible involvement in illegal or unethical practices.

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistleblower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistleblower and to protect whistleblowers against any possible retaliation. This article extends to any supplier affiliates and subsidiaries.

Reports are to be sent as follows: Furthermore Action Against Hunger | Action Contre La Faim (AAH) is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy.

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**ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

Action Against Hunger purchase orders and contracts are governed by Afghanistan. Any dispute between the supplier and Action Against Hunger with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise all litigation will be handled exclusively by Kabul

1. ILO website: http://www.ilo.org/global/standards/lang--en/index.htm [↑](#footnote-ref-1)
2. Available on www.actioncontrelafaim.org , www.actionagainsthunger.org, www.accioncontraelhambre.org [↑](#footnote-ref-2)