

Request for Quotation
RFQ Reference no: AFKAB. 2024.Sep.001
August 21, 2024

From: ActionAid

Subject: Request for Bids/quotations - **Construction of Protection wall, irrigation Canal and Intake of Bamyan, province.**

Project location: Kata Qala of Yakawlang#1 district, Bamyan Afghanistan

Deadline for Submission: 12:00 pm (noon) Afghanistan times, Sep 18, 2024

Bid submission Address: ActionAid, House no. 11, Street no. 11, Old Tamani, District 10, Kabul, Afghanistan.

- Background:

ActionAid, Afghanistan is non-governmental, non-profit and non-partisan organization working in Afghanistan since May 2002 with about Forty year's history in the fields of development cooperation, humanitarian and emergency response, rehabilitation, and reconstruction. ActionAid is present in over 40 countries across Asia, Africa and Latin America and part of a strong network of South Asia program and currently involved in community development activities in over 13 provinces of Afghanistan.

It is registered with the Ministry of Economy in Afghanistan, ActionAid is working in Kabul, Bamiyan, Balkh, Jawzjan, Nangarhar, Samangan, Paktika, Khost, Laghman, Farah, Ghor, Herat and Kunduz Provinces. ActionAid Afghanistan as part of its humanitarian work is calling for quotations from suppliers across the country for the following scope of work.

- Scope of Work/Goods Required for this proposal:

ActionAid is looking for construction companies who have the capacity of providing required material and implementation of the project with the details and specifications provided in drawing and bill of quantities (annexure A) enclosed along with this RFQ.

The project, which includes the construction of a protection wall, irrigation canal, and intake structure, is located in Kata Qala Village within the Yakawlang#1 district. This village is situated 12 km from the center of Yakawlang#1 (Nayak). All participating Companies must have experience in construction projects with minimum amount (3,500,000 AFN) within the last three years and the company must have one civil engineer during the project implementation. The selected contractor will be responsible for completing the construction work, which will involve using various construction materials as detailed in the bill of quantities (Annexure A)

If the interested bidders conduct a site visit before submitting their bid. To arrange a site visit, please send an email to procurement.kabul@actionaid.org at least two days in advance considering off days. In the email, list the technical team members who will attend the site visit, along with their Tazkira details, company affiliation, and contact numbers.

1. General Terms:

- 1.1 The selected company is required to commence the delivery of materials and implementation of project within 3 calendar days of receiving the purchase order/contract or as per the schedule and request of ActionAid's technical team. It is mandatory to provide samples to the ActionAid Field office in Ghor provinces in accordance with the specifications provided in the BOQ. If the vendor fails to meet the specified requirements, ActionAid reserves the right to switch to another vendor who meets the standards and quality criteria.

- 1.2 ActionAid is committed in providing top-notch services to communities and adhering strictly to project/deliverable standards as outlined in the technical agreements with the Donor. If materials and/or work fail to meet quality standards, ActionAid retains the right to reject them and request replacements to meet requirements. Additionally, ActionAid Afghanistan reserves the right to terminate the contract at any stage without compensation to the vendor if supplied materials do not meet standards. Any contractual changes must be mutually agreed upon in writing with ActionAid. Companies making the quotations should be able to deliver materials of the same specification and at the same price they have agreed.
- 1.3 ActionAid reserves the right to award all or part of the RFQ to a vendor or not to make the award at all.
- 1.4 ActionAid reserves the right to inspect and verify the quality of the materials before any delivery and the project implementation during the work.
- 1.5 Any modifications in specifications and quality of the materials by the vendor are not acceptable.
- 1.6 More than one bid/proposal by a single vendor for the same package will lead to rejection of both/all proposals.
- 1.7 Only ActionAid has the right to amend the project specifications or the project completion date.
- 1.8 All transportation expenses are the vendor's responsibility, and ActionAid will not cover any additional costs. Therefore, all quoted prices must include transportation costs to the designated locations.
- 1.9 The contractor will receive payment based on the signed Goods Received Notes and/or Work completion certificate, and under no circumstances will the vendor be compensated for a quantity exceeding the purchase order. Any increase in the quantity of materials must be mutually agreed upon in writing.

2. Vendor Selection Criteria:

- 2.1 The ActionAid's Internal Procurement Committee (IPC) will be in charge of evaluation of bids and selection of the winning proposal.
- 2.2 Preference will be given to the most competitive bid that meets the project requirements and the demonstrated capacity of the vendor / vendors in the area.

3. Eligibility of Applicants:

- 3.1 This RFQ is for the Construction of Protection wall, irrigation Canal and Intake, therefore only construction companies are eligible to apply for the bids other than will not be considered for the evaluation.
- 3.2 Suppliers should have a valid business license from the Ministry of commerce and industry.
- 3.3 Bids must be signed, stamped, dated, and sealed otherwise may lead to disqualification of the bid.
- 3.4 Companies must have experience in construction projects with minimum amount (3,500,000 AFN) within the last three years otherwise will be disqualified.

Applicants cannot apply for this proposal if they:

- 3.5 Are not registered companies of the Afghan Government or local authorities in Afghanistan.
- 3.6 Are bankrupt or in the process of going bankrupt.
- 3.7 Have been convicted for an offense concerning professional conduct.
- 3.8 have been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify)
- 3.9 Are guilty of serious misinterpretation in supplying information.

- 3.10 Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission).
- 3.11 Were declared at the serious fault of implementation owing to a breach of their contractual obligations.

4. Prices:

- 4.1 Vendors must provide the most competitive price in Afghani currency any bid in a currency other than Afghani will be disqualified.
- 4.2 All quotations must abide the Government of Afghanistan Tax regulations. Offered prices must be inclusive of all relevant taxes and duties and other clearance costs. ActionAid will deduct taxes from the contracted price as per the existing tax regulations of the Government of Afghanistan.
- 4.3 Prices for the quoted items should be valid for 30 days and the prices cannot be changed during the contract period. Please clearly indicate price validity in your offer. In case of validity is not specified, prices are considered valid for 30 days.
- 4.4 This will be a fixed price project and no changes in price will be acceptable once both parties have signed the contract.

5. Tax

- 5.1 The prices should be inclusive of taxes, 2% or 7% (based on nature of registration) tax will be withheld from the total price at source as per law of the land. There is no negotiation on this at any stage.

6. Delivery Address(s):

- 6.1 All the materials should be supplied and delivered to project implement locations Kata Qala Village of Yakawlang#1 district, Bamyan Afghanistan, based on the prepared BOQ and ActionAid's responsible person instructions.
- 6.2 The technical staff of ActionAid will be present at the time of delivery of materials and supervise the project implementation.

7. Conflict of Interest / Non-Collusion:

Any bidder is required to confirm in writing....

- 7.1 That none of the directors or senior managers of the company are related to any of the directors and staff of Action Aid Afghanistan which may affect the outcome of the selection process. If there are such connections the bidder is required to disclose all the details along with the bid document.
- 7.2 That it has not communicated to anyone other than Action Aid Afghanistan the amount or approximate amount of the tender.
- 7.3 That it has not and will not offer to pay or give any sum of money commission, gift, inducement, or another financial benefit directly or indirectly to any person for doing or omitting to do any act about the tender process. Any such attempt will result in the company being blacklisted by ActionAid Afghanistan.

8. Documents:

- 8.1 The following documents must be submitted together with the bid:
 - 8.1.1 Copy of valid business license
 - 8.1.2 Copies of company president and vice president Tazkira (NID)

- 8.1.3 Letter of reference for the authorized person for further contacts or negotiation if required.
- 8.1.4 Tax Identification Certificate.
- 8.1.5 Vendors' bank account details
- 8.1.6 Copy of Contract for the experience in construction along with reference.

8.2 The following documents will be requested from the vendor after the issuance of the purchase order and/or contract:

- 8.2.1 Original Commercial Invoice
- 8.2.2 Any other supporting documents if requested by ActionAid.

9. Engineering Conditions:

- 9.1 All technical specifications must adhere strictly to the provided technical drawings.
- 9.2 All materials used must meet the standards specified in the BoQ.

10. Vendor Instructions:

- 10.1 Vendors must thoroughly review all attached documents.
- 10.2 Each vendor must sign and stamp all attached documents as confirmation of understanding and agreement to the specified terms and conditions.

- 10.2.1 Drawing for Protection wall, irrigation Canal and Intake.

11. Payment Conditions:

- 11.1 Vendors must keep in mind that; **there will be no advance or instalment payment to the vendor.**
- 11.2 Payment will be made to the company through bank within 20 working days.
- 11.3 The payment will be made once the project/delivery has been completed 100% and the Work Completions Certificate or Goods Received Note and original invoice reached to Kabul office.
- 11.4 **Payment Method:** the payments will be made to the company's official bank account and there will be no cash or cheque payment.

12. Non-Negotiables: ActionAid complies with all Safeguarding Policy requirements (Child Protection, PSEA and SHEA), Anti-Fraud and Corruption, all legal compliances of the Country including Tax Laws. All Companies by applying are undertaking that they are compliant with all these Policies and Laws. Any violation of these will be the responsibility of the vendor and ActionAid reserves the right to cancel any contract and / or blacklist the vendor in case it is discovered that they have violated any of the policies. Copies of all policies will be shared with the selected vendors during contracting.

13. Force Majeure:

Force majeure is defined as a natural disaster, earthquake, landslide, flood, war, armed conflict, and pandemic. In the event of force majeure, the vendor shall inform the client within 24 hours. Action Aid Afghanistan and the vendor shall amicably decide further action after force majeure. Force majeure shall have an official declaration by the government.

14. Termination of Contract:

The client may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Vendor at least 5 days written notice.

The client may terminate the Contract with immediate effect by giving written notice to the Vendor, and claim any losses (including all associated costs, liabilities, and expenses including legal costs) back from the Vendor at any time if the Vendor:

A. becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

In the event of termination, all existing purchase orders must be completed.

15. Late Tenders:

Tenders received via email and/or after the closing date and time will not be considered.

In case ActionAid does not receive an adequate number of tenders for a competitive bid, it reserves the right to re-announce the tender or select the winner from the potential received offers/bids.

16. Submission of Bids:

ActionAid reserves the right to choose either one or multiple vendors to ensure value for money.

The sealed bids must be submitted in original hard copies to Country Office at the following address: ActionAid, House no. 11, Street no. 11, Old Taimani, District 10, Kabul, Afghanistan. All Bids must be signed and stamped. The ActionAid IPC reserves the right to cancel any proposal that is incomplete in any manner.

Deadline for the submission of the bids before 12:00 PM (noon) Afghanistan times, Sep 18, 2024.

You can share your queries or concerns 24 hours before the closing date to procurement.kabul@actionaid.org with consideration of off days.

Only shortlisted vendors will be contacted for further negotiation, and any bidder who has not been awarded a contract will not be notified.

Note: Please sign and stamp all pages.

Vendor details:

Company name:

Name of signatory:

Title:

Contact Number (s):

Email Address(s):

Date:

Sign and stamp: