



New Society Reconstruction & Development Organization
(NSRDO)

INVITATION TO BID

1) Summary

ITB Number:	ITB-NSRDO/0009 – Procurement of Winterization – Classroom Heating wood for Badakhshan Province/ Nov 2024
Announcement Type:	Invitation to Bid (ITB)
Tender Title:	Procurement of Winterization – Classroom Heating wood for Badakhshan Province
Issue Date:	Nov 19, 2024
Submission Date:	Nov 23, 2024

2) Introduction to Organization

New Society Reconstruction & Development Organization (NSRDO) is a civil, nongovernmental, nonpolitical & nonprofit organization, founded by a team of committed Afghan citizens. The main areas of focus of the organization are equal access to justice and services for women, reduction of domestic violence, rehabilitation of battered women and abused children. We also work in peace building, enhancement of democracy, defending of human rights. NSRDO commenced its operations in 2005 in the Northern Province of Baghlan. Since then, (NSRDO) has been operating in Kabul and other provinces of Afghanistan and has regional offices in Kunduz, and Jalalabad along with its head office in Kabul.

NSRDO was registered in the Ministry of Planning, by decision no (951) dated 25/6/1383 and entitled to work in the capital Kabul and other provinces. This is also reregistered in the Ministry of Economy by decision no (598) dated 8/6/06. Furthermore, NSRDO is registered in Ministry of Labor, Social Affairs, Martyrs and Disabled (MoLSAMD), US Embassy and European Commission. The DUNS and European Aid ID number (PADOR) of the organization is 123456787 and AF-2013-DJG-0801607787 respectively.

Website; www.nsrdo.org.af

3) Tender Purpose and Expected Results

New Society Reconstruction & Development Organization (NSRDO) is seeking for logistic Company with the below specifications for the procurement and supply of Winterization – Classroom Heating materials for the five targeted districts (Shuhada, Jurm, Baharak, Khash and Wardoj) of Badakhshan Province.

In order to participate and be eligible, you will need to complete the necessary documents and attend in the bid opening process. Please note the deadline for the bid submission, bid opening and submit your Bid. Incomplete submissions will automatically be rejected.

4) Language of Bid

4.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.

4.2 Supporting documents may be in another language accompanied by an accurate translation of the relevant passages in English (if required)

5) Documents Comprising for the Bid.

The Supplier shall complete and submit the following document with Bid:

1. The attached bill of quantity with your cost.
2. Copy of your company AISA registration certificates
3. Company profile and previous experience.
4. List of similar projects implemented by the Company
5. Contracts of similar projects and related amounts.
6. Tax clearance letter for the year 2023.
7. Annual Audited Financial Statement for the Last 03 Years
8. List of key teams (full name, last Name, Position and contact detail)
9. CV of the Key Staff with documents.
10. Bank Account Detail.

Note:

1. Bid must be completed without any changes to the format, no substitutes shall be accepted
2. All blank spaces shall be filled with the requested information.

6) Eligibility for Application

To complete the tasks successfully, the Firm/companies are expected to have the following experience:

1. The company must be registered with AISA.
2. Over three years of experience in the implementation of similar projects with national and international organizations.
3. Implemented at least one similar project worth of 10000. USD
4. Experience with/knowledge of national and international organizations and UN standards.

7) Payment Terms and Bid Price for Service Contract:

- 7.1 The payments will be made after confirmation of the work – by **NSRDO and Logistic Officer.**
- 7.2 Bid price should be made individually and as a whole in the summary.
- 7.3 All duties, taxes and other payable will be paid by the contractor under the contract, shall be included in the total bid price submitted by the bidder.
- 7.4 **NSRDO** will deduct the applicable tax as required by Afghanistan tax Law and will make the direct deposit to the Da Afghanistan Bank and make a clearance with the Ministry of Finance at the end of the year and monthly basis accordingly.
- 7.5 **NSRDO** is not responsible for all taxes of the project. Contractors have to pay all the taxes according to the rules and regulations of Afghanistan law.
- 7.6 According to Article No 73 of Income Tax law of 1384 amended to Article No 72 the Client will withhold.
- 7.7 2% of contract value, if the Contractor holds a valid business license from the relevant sources.
- 7.8 7% of the contract value, if the Contractor does not have a valid business license or expired business, or any other tasks for which the contractor isn't able to provide the business license.

8) Currencies of Bid and Payment:

All invoices will be paid in AFN. And all payments will be transferred through the banking system/ Cheque.

9) Terms of Contract:

The following terms of the contract must be applicable for further payment and bidder contracts:

- i. A copy of the AISA Certificate along with the TIN number or registration certificate from Authorized governmental agencies needs to be submitted along with the Bid.
- I. Your quotation will be accepted and payment will be proceeding as per your legal business title.
- ii. **NSRDO** will pay a crossed cheque in favor of a valid bank account of the organization/individual with whom the contract is executed. Any other bank account is not acceptable.
- iii. Penalty is applicable to the selected company in case of late delivery as per of our contact policy and procedures.
- iv. Valid Bank account according to your legal business title.
- v. Copy of Audit Financial Statement for the Last 03 Years.
- vi. Bid should be signed and stamped from your own side.
- vii. **NSRDO** reserves the right to cancel this process without further notice to the vendors.

10) Submission:

Please submit your bids in accordance with the requirements detailed below:

Complete sealed bid documents should be submitted to House No. #19, District 10, Street 9, Qala-e-Fathullah Kabul Afghanistan no later than Date: Nov 23, 2024, **Time: 03:30 PM Afghanistan Kabul Time.**

If you have any further question or clarifications in this bid, please reach out by email to the following email id.

Email: Procurement@nsrdo.org.af

11) Eligible Bidders:

Participation in tendering is open on equal terms to all companies/firms which is officially registered with the Government of Afghanistan. The bidder at the time of submission of the bid should not be:

- II. insolvent;
- III. in receivership;
- IV. bankrupt; or
- V. being wound up.

12) Inspection and late proposal:

NSRDO is obliged to ensure that its procurement decisions are clearly justified and documented, within the Donors mandatory principles. that full and on-the-spot access must be granted to representatives of **NSRDO**, Donor, any organization or person mandated by it, to premises belonging to **NSRDO** or its contractors. The right to access shall include all documents and information necessary to assess or audit the implementation of the contract.

Tenders must be submitted by the due date and time as specified under para-10. Tenders received after the closing date will not be considered unless in **NSRDO's** sole opinion, there are exceptional circumstances that have caused the delay. **NSRDO**, reserves the right, unless the tenderer expressly stipulates to the contrary in the tender, to award batches separately or in any combination.

Clear breakdown of costs related to items and services as requested in ITB, and a detailed price list for all the services linked to the technical requirement.

The bidder will be affected by no potential conflict of interest, and we and our staff have no particular link

with other Tenderers or parties involved in this competition. Should such a situation arise during the performance of the contract, we shall immediately inform **NSRDO** in writing.

13) Compliance and Rejection of Tenders:

NSRDO reserves the right to reject all bids not submitted in the format specified and any bids where any of the required forms are not completed. Therefore, the **NSRDO** is under no obligation to accept any tender.

14) Clarification of Bidding Documents:

A prospective bidder requiring any clarification of the bidding document shall contact the **NSRDO** in writing before 7 days of the date of bid submission specified under para-10.

The organization will respond in writing to any request for clarification before the deadline for clarification of bids. The **NSRDO** shall forward copies of its response to all bidders who have acquired the bidding document, including a description of the inquiry but without identifying its source.

15) Bid Validity:

Bids shall remain valid for the **60 days** the date of the bid submission deadline date as specified under para-10. A bid valid for a shorter period shall be rejected as non-compliant.

16) Sealing and Marking of the Bidding Documents by the Bidder:

1. The bidder shall enclose the bid for each contract in a plain envelope securely sealed.
2. Be addressed to the House No. 19, District 10, Street 9, Qala-e-Fathullah Kabul Afghanistan.
3. Bear the bid number. ITB -NSRDO/0009 – Procurement of Winterization – Classroom Heating wood for Badakhshan Province/ Nov 2024.
4. No other markings should be on the envelope.
5. If any envelope is not sealed and marked as required, those bids will be rejected.

17) Confidentiality:

- A. Bidders must treat the invitation to tender and all associated documentation supplied as confidential.
- B. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best-evaluated bidder is communicated to all bidders.
- C. Any effort by a bidder to influence the **NSRDO** in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

18) Process of Bid:

The **NSRDO** shall examine the legal documentation and other information submitted by bidders to verify eligibility, and then will review and score bids according to the following criteria:

Award Criteria	Percentage (%) of scoring
Technical Capacity	40%
Financial Pricing	60%
Total of scoring	100%

In order to qualify bidders should attain a minimum score of 70% of (40 Score) in the technical evaluation.

19) Notification and Signing of the Contract:

Upon receipt of the Letter of Acceptance, the **NSRDO** shall call the successful bidder to sign the Contract and return back to the organization. A copy of the contract will be awarded to the bidder in the same time.

20) Scope of Work:

The scope of work is outlined in the Bill of Quantities (BOQ) attached to this bid.

21) GENERAL REPRESENTATIONS

By submitting its bid in response to this request, the Bidder confirms to **NSRDO** as at the Submission Deadline

21.1) The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the works and to perform its other obligations under any resulting contract. (c) the Bidder has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

21.2) All of the information it has provided to **NSRDO** concerning the works and the Bidder is true, correct, accurate and not misleading.

21.3) The Bidder is financially solvent and is able to supply the works to **NSRDO** in accordance with the requirements described in this Bid.

21.4) The use or supply of the works does not and will not infringe any patent, design, trade-name or trade-mark.

21.5) The development and supply of the works have complied, do comply, and will comply with all applicable laws, rules and regulations.

21.6) The Bidder will fulfill its commitments with the fullest regard to the interests of **NSRDO** and will refrain from any action that may adversely affect the donors funding this project.

21.7) It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

21.8) The Bidder agrees to be bound by the decisions of **NSRDO**, including but not limited to, decisions as to whether the Bidder's Proposal meets the requirements and instructions stated in this Bid and the results of the evaluation process.

22) ETHICAL STANDARDS

NSRDO requires that all Bidders observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process.

NSRDO and AGHA KHAN FOUNDATION (AKF) also actively promote the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this Bid, the Bidder makes the following representations and warranties to **NSRDO** as at the Submission Deadline:

22.1) In respect of all aspects of the solicitation process the Bidder has disclosed to **NSRDO** any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Bidder has disclosed to **NSRDO** if it or any of its affiliates is or has been in the past, engaged by **NSRDO** to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the works requested under this ITBs; or if it or any of its affiliates has been involved in the preparation and/or design of the program/project related to the works requested under this Bid.

22.2) The Bidder has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

23.3) No official of **NSRDO, AGHA KHAN FOUNDATION (AKF)** has received from or on behalf of the Bidder, or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this ITB including the award of the contract to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favors or hospitality.

23.4) Neither the Bidder nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by **Agha Khan Foundation (AKF)** or other international inter-governmental organization such as Asian Development Bank, European Union etc. The Bidder will immediately disclose to **NSRDO and AGHA KHAN FOUNDATION (AKF)** if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract.

If the Bidder or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of any resulting contract, **NSRDO** will be entitled to suspend the contract for a period

of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Bidder.

If **NSRDO** chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at **NSRDO** sole choice.

23.5) The Bidder will

- (a) observe the highest standard of ethics;
- (b) Use its best efforts to protect **NSRDO** and **AGHA KHAN FOUNDATION (AKF)** against fraud, in the solicitation process and in the performance of any resulting contract; and
- (c) comply with the applicable provisions of **AGHA KHAN FOUNDATION (AKF)**'s Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the **AGHA KHAN FOUNDATION (AKF)** website at <https://the.akdn/en/how-we-work/our-agencies/aga-khan-foundation>

In particular, the Bidder will not engage and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in **AGHA KHAN FOUNDATION (AKF)**'s Policy Prohibiting and Combatting Fraud and Corruption.

23.6) The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the AKF Supplier Code of Conduct (available at the AKF Global Marketplace website -

23.7) Neither the Bidder nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

23.8) The Bidder has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Bidder to perform any works and services in the Bidder's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Bidder has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Bidder, from exchanging any money, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

23.9) The Bidder confirms that it has read **AGHA KHAN FOUNDATION (AKF)**'s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Bidder will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Bidder will further cooperate with **AGHA KHAN FOUNDATION (AKF)**'s implementation of this Policy.

23.10) The Bidder will inform **NSRDO** as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 22 and 23 Each of the provisions in this Article 22 and 23 constitutes an essential condition of participation in this solicitation process. In the event of a breach of any

of these provisions, **NSRDO** is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Bidder, without any liability for termination charges or any liability of any kind. In addition, the Bidder may be precluded from doing business with **NSRDO, AGHA KHAN FOUNDATION (AKF)** and any other entity of the United Nations System in the future.

24. AUDIT SUPPLIES OF HEATING MATERIALS

From time to time, **NSRDO** and/or **AGHA KHAN FOUNDATION (AKF)** may conduct audits or investigations relating to any aspect of a contract awarded in relation to this bid, including but not limited to the award of the contract and the Bidder's compliance with the provisions of Article 22 and 23 above. The Bidder will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting **NSRDO AGHA KHAN FOUNDATION (AKF)** and those undertaking such audits or investigations access to the Bidder's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Bidder will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by **NSRDO** and **AGHA KHAN FOUNDATION (AKF)**.

25) Environmental, Social, Health, and Safety (ESHS)

Bidders, if successful in this bid and are awarded the contract, should adhere to the following:-

- Shall ensure that all waste generated by contractor camp operations, excavation, and delivery of activities is managed properly and disposed of appropriately in the designated site by the local governor or municipalities.
- Shall ensure that the environmental, social, health, and safety (ESHS) requirements (**Annex-4**) and proposed mitigation measures are put into place during the delivery of materials in order to manage, mitigate, minimize, and reduce the pollution of the air, water, noise, and soil.
- Shall ensure that appropriate incident and accident reporting and handling procedures have been established, including those for internal and external reporting, first aid, compensation, and training for both technical and non-technical workers.
- shall ensure for the safety of their workers, locations, possessions, and operations. They shall ensure that their employees receive sufficient training on safety and security issues that are appropriate for the Afghan context, including conflict-sensitive communication, cultural awareness, implementation, and risk management, and they must immediately communicate to **AGHA KHAN FOUNDATION (AKF)** any security-related issues that have a negative impact on program delivery or personnel.
- Shall implement a combination of behavioral and environmental modification to mitigate communicable disease risks and impacts.

- Shall ensure that before, during, and after the project's implementation, every relevant stakeholder, including provincial and district level MoE directorates, community representatives, Schools Management Shuras (SMS), and school's principals, are engaged and involved.
- Shall ensure that a grievance system including the PSEA hotline and the PSEA confidential email address is set up at the project level and that all communities, teachers, and project workers (technical, skilled, and unskilled labor) are properly informed of the reporting channels and handling procedures. In addition, **AGHA KHAN FOUNDATION (AKF)** will encourage the use of its innovative SMS-based mechanisms (U-Report and Rapid Pro), as well as the interagency system Awaaz, to receive feedback from impacted populations.
- Shall ensure that a project labor management procedure is in place, that all technical and non-technical worker terms and conditions comply with Afghanistan labor laws and regulations, that they are informed of the project grievance procedure, and that no child or forced labor is employed in the project activities.
- Shall ensure the availability of a functional grievance redressal mechanism at the project level that can be used as a reporting channel with specific referral pathways for GBV/SEA/SH. As well as ensure that all project workers (technical and non-technical staff) receive training on sexual exploitation and abuse and sign a code of conduct.
- Shall ensure that all project employees, both technical and non-technical, receive continuous capacity-building training on minimizing environmental and social risks and managing their effects.
- The contractor will be in charge of setting up an ESS focal point and will be in charge of implementing the social and environmental safeguards instruments in the project site.

ANNEX-1

Bill of Quantities (BoQ)

Please Fill the BoQ properly and give your rate for each item.

Item No	Items name/ Description	Unit	QTY	Unit Price (AFN)	Total Price (USD)
Purchase of wood for Heating					
1	Purchase and delivery of Winterization - Classroom Heating wood to 80 CBE classes in the five (Shuhada, Joram.Baharak.Wordoj.and Khash) districts of Badakhshan Province	KG	32145		
Total Amount					

ANNEX-2

BIDDING FORM

Bidder's General Details:

a) General information:

Please fill in the below table with required information

Supplier/Company Name:	
Tazkira No./Company Registration No.	
Tazkira Issued /Country of Company Registration	
Nature of primary business/trade:	
Registration date: (only for Company)	
Expiry date: (only for Company)	
Legal status of company (eg. partnership, private limited company)	
Primary contact name:	
Job title (only for Company):	
Primary contacts address:	
Phone:	
Email:	

b) Owners/Managers:

Please fill in the below table with required information

Full Name	
Tazkira no	
Year of birth	
Place of birth	
Permanent Address	
Current Address	
Contact Detail (phone and email address)	

Beneficiaries bank account details:

Beneficiary name:	
Beneficiary account Number:	
Beneficiary Bank Name:	
Bank branch Name:	
SWIFT:	
Bank address:	

Confirmation of Bidder's compliance:

I, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

I, also confirm that I agree to all the terms and conditions specified in this bid. And also understand that these terms and conditions will apply to any subsequent contract that our company/firm will be signing in the event our bid is successful.

I confirm that **(Insert firm name)** may in its consideration of our offer, and subsequently, rely on the

statements made herein.

Name of Signatory: -----

Title of signatory: -----

Signature: -----

Date of signing: -----

ANNEX-3

TENDER COMPANY PROFILE AND PREVIOUS EXPERIENCE FORM

The Bidder is requested to:

1. Submit the **Company Profile**
2. Complete the following **Previous Experience Table** listing the work or contracts undertaken in the last past **1 years** similar to the works required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, Handover Documents etc. **for 5 years (2019-2023)**

No.	Name of Project / Type of work	Client name, email and phone #	Total value of the performed works (.....)	Duration of the works contract	Starting date	Ending date	Contracting Authority and Place
1							
2							
3							
4							
5							

NOTE: A comprehensive list of the last 4 years' (2019 – 2023) experience has to be submitted adapting the Form to the necessary rows. NSRDO may conduct reference checks for previous contracts complete.

ANNEX-4

Winterization – Classroom Heating Wood Delivery Locations – Badakhshan

Please refer to the annex 4 for complete details of targeted locations.