

Invitation to Bid



Danish Refugee Council
House 1431(29), Street # 1, PD # 3, Kart-e-Chahar
Kabul, Afghanistan

12th December 2024

Invitation to Bid No.: ITB-AFG-AFC-015-2024 Provision of Construction Rental Machinery Services.

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received grants from various donors for the implementation of humanitarian aid operations in Afghanistan. Part of this operation is the provision of construction rental machinery services for various districts in different provinces of Afghanistan. Therefore, the DRC requests you to submit price bids for the provision of construction rental machinery services listed on the attached DRC Bid Form Annex A.

To support DRC in Afghanistan and its projects, DRC is planning to rent a number of machineries and is looking for suppliers under a Purchase Agreement (PA). DRC Afghanistan plans to enter into a Purchase Agreement for the duration of one year, with the possibility of renewal for another 12 months, depending on the suppliers' performance and availability of funds.

Therefore, the DRC requests you submit a bid for the supply of the items listed on the attached DRC Bid Form Annex A.

Please note that the locations and list of construction rental machinery services provided are estimated only, and DRC is not committed to rent the services at this time. This information is intended solely for the preparation of upcoming projects. Additionally, please see the table below for lots and the corresponding locations under each lot.

S/N	Lot	Area office	Locations and sub lots
1	Lot # 1	Central Area office	<u>1.1-Ghazni Province</u> 1 Deh Yak district with all villages 2 Khowja Omari district with all villages 3 Qara Bagh district with all villages
			<u>1.2-Maidan Wardak province</u> 1 Narkh district with all villages 2-Sayed Abad district with all villages 3- Behsod district with all villages
2	Lot # 2	South area office	<u>2.1-Kandahar Province</u> 1-Kandahar city with all relevant sites 2-Dand with all sites 3-Daman with all sites 4-Arghandab with all relevant sites 5-Zhari with all relevant sites 6-Ghorak with all relevant sites 7-Shah wali kot with all relevant sites 8-Khakrez with all relevant sites 9-Maiwand with all relevant sites 10-Spin Boldak with all relevant sites 11-Nesh with all relevant sites 12-Marof with all relevant sites

			<p><u>2.2-Helmand province</u> 1-Grishk with all relevant sites 2-Nahri siraj with all relevant sites 3-Lashkargah with all relevant sites 4-Nawa Barakzai with all relevant sites 5-Kajakai with all relevant sites 6-Musa Qala with all relevant sites 7-Nawzad with all relevant sites 8-Sangin with all relevant site</p> <p><u>2.3-Zabul Province</u> 1-Qalat with all relevant sites 2-Tarnak Wa Jaldak with all relevant sites 3-Seuri with all relevant sites 4-Shah joy with all relevant sites</p> <p><u>2.4-Nimroz Province</u> 1-Chakhansur with all relevant sites 2--Dilaram or Khash Rod and relevant sites 3-Zaranj city with all relevant sites 4-Kang with all relevant sites</p>
3	Lot # 3	West Area office	<p><u>3.1-Herat Province</u> 1-Guzara district- All villages 2-Injil-All villages 3-Pashton Zarghon district- All villages</p> <p><u>3.2-Farah Province</u> 1-Farah Centre, All villages 2-Pusht Rod district all villages</p> <p><u>3.3-Badghis Province</u> 1Abkamari All Villages 2-Qala E Naw All Villages 3- Qadis All Villages</p>

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
•	ITB published	12th December 2024
•	<p>Invitation to Clarification Meeting for Bidders The DRC Supply Chain team cordially invites all interested bidders to a clarification meeting concerning the Invitation to Bid (ITB). This session is designed to address inquiries related to the ITB and will guide bidders in submitting their documents as per the requirements. To register for the clarification meeting, please send an email to: afg-procurement@drc.ngo</p>	<p>17th December 2024 @ 05:30 AM-UTC 10:00 AM Afghanistan local time DRC Country office House 1431(29), Street # 1, PD # 3, Kart-e-Chahar Rabe Balkhi School Street.</p>

	Deadline for Email Registration:16 th December 2024 We highly encourage all bidders seeking clarifications to attend. Your participation is greatly appreciated. For those wishing to join the meeting online, a link will be provided upon receipt of your registration request.	
•	Closing date for clarifications	26th December 2024 @ 05:30 AM-UTC 10:00 AM Afghanistan local time
•	Closing date and time for receipt of bids	2 nd Jan 2025 @ 11:30 AM-UTC 4:00 PM Afghanistan local Time
•	Tender Opening Location	DRC Country Office Kabul Afghanistan House 1431(29), Street # 1, PD # 3, Kart-e-Chahar Rabe Balkhi School Street.
•	Tender Opening Date and time	5 th Jan 2025 @ 05:30 AM-UTC 10:00 AM Afghanistan local time

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is launched for the purpose of establishing a framework agreement with the supplier for the provision of construction rental machinery services for a period of one year, with the possibility of a 12-month extension.
- The ITB (Invitation to Bid) is divided into three (3) lots, each corresponding to a different area office: Central, West, and South. Bidders can submit quotes for one or multiple lots however partial lot submission will not be accepted.
- The estimated annual contractual turnover for provision of construction rental machinery services for all lots is 121,740,800 AFN. DRC is not committed to redeeming the services indicated in the estimation, as contractual consumption may vary due to changes in demand in both directions (increase and/or decrease).
- A framework agreement does not bind DRC to place any Purchase Orders. DRC will place orders with the awarded supplier based on the agreement as per its requirements.
- DRC may choose to cancel the agreement if deemed necessary.
- DRC may choose to split the contract between more than one supplier.
- To participate in the PAs, bidders will need to be successful in this tender exercise. When a PA is established with a supplier, the purchasing mechanism will be based on a Service Contract/PO for a specified period and schedule of services. When DRC requires a service, a Service Contract/PO will be sent to the supplier to contract each specific order and confirm the terms. Each Service Contract/PO will be an individual contract based on the agreed terms in the PA and the governing terms and conditions in the Service Contract/PO and DRC General Conditions of Contract.
- The Service provider will be responsible for providing a driver, fuel, maintenance and replacement of the machinery in case of breakdown during the contract period.
- No advance payment will be made to the awarded supplier. The awarded supplier is expected to mobilize it is own resources to deliver the agreed services.

III. SELECTION AND AWARD CRITERIA

The selection and award criteria are unique to all tenders. The evaluation process consists of three stages: 1) Administrative, 2) Technical and 3) Financial. Each stage requires information and documents from the bidder that will determine whether the bidder will progress to the next stage or not. Some examples of the documentation requirements are indicated below.

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per the specifications outlined in Annex A1- Technical bid.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. The documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1.	A.1	Technical Bid Form This form consists of the technical specifications sheet, which includes: <ul style="list-style-type: none"> • Lot #1 – Technical Specifications for Central Area Office • Lot #2 – Technical Specifications for South Area Office • Lot #3 – Technical Specifications for West Area Office 	Template provided by DRC with this ITB – Bidder must complete ALL sections in full, sign, stamp and submit _ MANDATORY.
2.	A.2	Financial Bid Form This form consists of price lists for all area offices, including: <ul style="list-style-type: none"> • Lot #1a – Price List for Central Area Office • Lot #2b – Price List for South Area Office • Lot #3c – Price List for West Area Office 	Template provided by DRC with this ITB – Bidder must complete ALL sections in full, sign, stamp and submit _ MANDATORY. Note: Financial bid should be separated from the technical bid.
3.	B	Tender and Contract Award Acknowledgement Certificate	Template provided by DRC with this ITB – Bidder must complete ALL sections in full, sign, stamp and submit _ MANDATORY
4.	C	DRC General Conditions of Contract	Template provided by DRC with this ITB – Bidder must complete ALL sections in full, sign, stamp and submit _ MANDATORY
5.	D	DRC Supplier Code of Conduct	Template provided by DRC with this ITB – Bidder must complete ALL sections in full, sign, stamp and submit _ MANDATORY
6.	E	Supplier Profile and Registration Form	Template provided by DRC with this ITB – Bidder must complete ALL sections in full, sign, stamp and submit _ MANDATORY
7.	F	Terms of Reference for the Desired Rentals Machinerries	Bidder should Complete ALL sections in full, sign, stamp, and submit. MANDATORY
8.	G	Past contracts & References	The bidder should provide below documents 1. Statement of Satisfactory Performance such as copy of past contracts/ supplier work completion certificates/ reference letters from previous clients. <ul style="list-style-type: none"> • Requirement: Bidders must provide a Statement of Satisfactory Performance from top clients for work similar in contract value over the past three years. (2-3 copies) 2. Reference List <ul style="list-style-type: none"> • Requirement: Include a comprehensive Reference List detailing previous contracts related to the specified machinery operations (2references) MANDATORY
9.	H	Acknowledgment of Liability for Rental machinery Services	Template provided by DRC with this ITB – Bidder must complete ALL sections in full, sign, stamp and submit _ MANDATORY
10.	N/A	Bidder's Registration	Bidders must submit a copy of the business registration (license) along with the following documents:

			<ul style="list-style-type: none"> • A copy of the majority owner’s ID • A copy of the Tax Identification Number (TIN) • A copy of the company’s bank details. • Any other document that proves the bidder is a licensed rental construction machinery provider, such as a certificate of operation. <p>Please ensure all required documents are included with your submission. MANDATORY</p>
11.	N/A	Bidder Financial Capacity Bidder must provide evidence of the average turnover for the previous three years for the minimum amount of: AFN 3,500,000 for LOT 1 AFN 7,000,000 for LOT 2 AFN 3,500,000 for LOT 3	Supplier to provide bank statements or any other financial proof to demonstrate financial capacity
12.	N/A	Operator Experience and Licensing	Bidders must provide evidence of the qualifications and experience of operators who will be assigned to the machinery. - Copies of Operators' Licenses: Each operator must have a valid license for the machinery they will operate. MANDATORY Documentation of Experience: Include records that detail the years of experience operating specialized machinery (e.g., excavators, compressors). Training/Certification: Evidence of any relevant training or certification received by the operators (Optional)

(Submitted offers will be reviewed on “Pass” or “Fail” basis. Failure to comply with the criteria will result with the disqualification)

Bid Eligibility and Formal Criteria:

S/N	Annex(es) #	Document	Details
1	N/A	Bidder Registration	Bidders must have a valid license or operation certificate with a category code that verifies their status as a construction machinery provider.
2	Annex A Annex B Annex C Annex D Annex E Annex F Annex G Annex H	Completeness of the Bid	Returnable bidding forms and other documentation requested under Administrative Evaluation Section (A) must be provided and complete.
3	Annex C and D	DRC Conditions	Bidder accepts DRC General Terms and Conditions and Supplier Code of Conduct.

S/N	Annex(es) #	Document	Details
4	N/A	Bid Validity	At least 90 days after bidding closure date. Bids shall remain valid for the period specified, commencing on the Deadline for Submission of Bids. A bid valid for a shorter period may be rejected by DRC and rendered non-responsive.
5	N/A	Relevant Experience	Bidders must demonstrate relevant three (3) years' experience through the submission of supporting documents, including but not limited to: -copy of past contracts/ supplier work completion certificates/ reference letters from previous clients.

Technical Evaluation

S/N	Criteria	Pass condition	Fail Condition	DRC Requirement
1st Stage of the Technical Evaluation				
1.a	Item Technical Specifications Compliance	Vendor meets all specified technical requirements of the requested items within the respected LOT	Vendor fails to meet the technical specifications within the respected LOT	Vendor needs to fill Annex A1 Technical Bid completely and offered specification must meet with DRC requirements
1.b	References	Vendor has at least 2 positive references.	Vendor lacks the minimum required of 2 references.	Annex G Past contracts & References
1.c	Vendor's previous work experience	Vendor provides documentation of experience with similar machinery for the last three years	Vendor lacks 3 years experience	Annex G Past contracts & References Bidder Registration
1.d	Operator Experience and Licensing	Operators must have a valid license and minimum 1 year active experience in operating construction machines	Operators lack having a valid license and one year active experience	Operators' Driving License: Vendor must provide confirmation that each operator holds the relevant driving license from the appropriate authorities. Please submit a copy of the license Documentation of Experience (Optional): While not mandatory, bidders are encouraged to include records that detail the years of experience.
2nd Stage of the Technical Evaluation				
2.	Physical Inspection of Machineries:	The DRC technical team will conduct below inspections of the Machineries. • physical condition: • Check for any visible damage, rust, or wear and tear on the body and frame. • Check for any signs of leaks or damage. . Mechanical Inspection: • Start the engine and listen to any unusual noises. • Inspect for any oil leaks or coolant leaks. . Operational Inspection:	Failure to meet any of the requirements will result in the disqualification of the supplier(s),	Suppliers are required to present the machinery in the Central, West, and South, at their nearest possible sites to DRC offices for inspection. To pass the inspection, the machinery must meet the requirements specified in Annex A.1, regardless of the technical documents provided. Technically qualified bidders are required to furnish machinery from each category they bid on for inspection by the DRC technical team.

		<ul style="list-style-type: none"> • Functionality: • Test all operational functions of the machinery, including lifting, digging, and moving. • Ensure all controls are responsive and function correctly 		
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To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB. A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures, and specifications in the ITB without substantially departing from or attaching restrictions to them. If a Bid does not technically comply with the ITB, it will be rejected. Below criteria will be evaluated during the technical evaluation of Bid and pass/fail method will be applied.

The technical evaluation process will consist of two stages:

1. **Initial Evaluation:** The first stage involves assessing the quality of the items offered against the DRC's minimum requirements, including the supplier's experience, reference, validity of operators' license and experience and safety and environmental standards. Bids that meet these initial criteria will move on to the next stage.
2. **Sample Checks and Site Visit:** In the second stage, the DRC technical team will conduct sample checks for the required machinery at the supplier's site. Additionally, the technical team will perform a physical inspection of the rental machinery. Suppliers are required to provide one unit of each type of machinery for inspection.

B. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the DRC Bid Form **(Annex A.1 and A.2)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **Tender & Contract Award Acknowledgment Certificate (Annex B)**
- **DRC General Conditions of Contract (Annex C)**
- **Supplier Code of Conduct (Annex D)**

- **Supplier Profile and Registration form (Annex E).**
- **Terms of Reference for the Desired Machinery Rentals (Annex F)**
- **Past contracts & References (Annex G)**
- **Acknowledgment of Liability for Rental machinery Services (Annex H)**
- **Bidder's Registration (N/A)**
- **Bidder Financial Capacity (N/A)**
- **Operator Experience and Licensing**

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the ITB requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.

Each part shall be placed in a sealed envelope, marked as follows:

ITB No.: **ITB-AFG-AFC-015-2024**
TECHNICAL BID
Bidder Name:

ITB No.: **ITB-AFG-AFC-015-2024**
FINANCIAL BID
Bidder Name:

Both envelopes shall be placed in an outer sealed envelope, addressed and delivered to:

ITB No.: **ITB-AFG-AFC-015-2024**
Danish Refugee Council
House 1431(29), Street # 1, PD # 3, Kart-e-Chahar
Kabul, Afghanistan

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.afg@drc.ngo

When Bids are emailed the following conditions shall be complied with:

- The **ITB-AFG-AFC-015-2024** number shall be inserted in the Subject Heading of the email
- Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type of the email contains.
 - The Financial Bid shall only contain the financial bid form, Annex A.2
 - The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways; hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VI. SUBMISSION OF SAMPLES

Note: Sample submissions are not required as part of the bid submission. However, technically qualified bidders will be requested to provide Machinery for a physical inspection.

VII. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

Unless otherwise requested all Bids shall state if the prices quoted are not DDP (Incoterms 2020).

B. Currency

The currency of the Bid shall be in **AFN**. No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this ITB shall be in English.

D. Packaging

Packaging shall be of International shipping standard, strong quality, and suitable for shipment as provided in the Bid Form.

E. Origin

Country of origin of the items shall be clearly stated.

F. Presentation

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

DRC reserves the right to split awards.

H. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITB from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VIII. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB Closure.

IX. AWARD OF CONTRACTS

This ITB does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any ITB, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC ITBs.

X. CONFIDENTIALITY

This ITB or any part hereof, and all copies hereof shall be returned to DRC upon request. This ITB is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

XI. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids
- The clarification of Bids
- The conduct and content of negotiations
- Including final contract negotiations

In respect of this ITB or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XII. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

XIII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via <https://pro.drc.ngo/where-we-work> or via DRC's Code of Conduct Reporting Mechanism: Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.ngo

XIV. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honoured.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

XVI. LATE BIDS

All Bids received after the ITB closure will be rejected.

XVII. OPENING OF THE ITB

The Tender Opening will take place at the time and location stated above.

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 DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVIII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract, or the Special Conditions of Contract, as applicable, are acceptable.

XIX. CANCELLATION OF THE ITB

In the event of an ITB cancellation, Bidders will be notified by DRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The ITB may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered.
- exceptional circumstances or force majeure render normal performance of the project impossible.
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XX. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the Procurement Manger, afg-procurement@drc.ngo.

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at: www.acbar.org and <https://pro.drc.ngo>

XXI. ITB DOCUMENTS

This ITB document contains the following:

1. This covering Letter
2. Annex A.1(including lots): DRC Bid Form (Technical bid)
3. Annex A.2(including lots): DRC Bid Form (Financial bid)
4. Annex B: Tender and Contract Award Acknowledgment Certificate
5. Annex C: DRC General Conditions of Contract
6. Annex D: DRC Supplier Code of Conduct
7. Annex E: Supplier Profile and Registration
8. Annex F: TOR
9. Annex G: Past Experience and Reference List
10. Annex H: Acknowledgment of Liability for Rental machinery Services

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely
Supply Chain unit.
afg-procurement@drc.ngo