**Norwegian Refugee Council (NRC) Afghanistan**

**Frame Work Agreement (FWA) for Durable Shelter Construction Materials in Kandahar**

**ITB # NRCSO20190002**

 **Our reference: ITB # NRCSO20190002**

**SUBJECT:** **Invitation to tender for Framework Agreement – Durable Shelter Construction Materials**

Dear Mr./Ms.

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 NRC in writing at least 5 working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least 2 working 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 tender at the address specified in the Instructions to Bidders before 14th March 2019 at 15:00hrs. 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,

NRC

This ITB document contains the following:

* This cover Letter
* Section 2: Bid Data sheet
* Section 3: NRC Invitation to bid general terms & condition
* Section 4:Technical description of the bid
* Section 5: Bidding form
* Section 6: Financial Bid
* Section 7: Specific Questions
* Section 8: Company Profile and Previous Experience
* Section 8: Bill of Quantities
* Section 9: Suppliers Ethical Standards Declaration

**Sections highlighted in green must be completed by the bidder.**

**SECTION 2**

**Bid Data Sheet Work Contract**

1. **BACKGROUND DATA**

|  |  |
| --- | --- |
| Contract Name: **Frame Work Agreement (FWA) for Supply of Construction Materials - Kandahar** | Contract Number**: ITB # NRC20190002** |

This bid is issued by Norwegian Refugee Council (NRC) office in Kabul, Afghanistan. Any correspondence can be addressed the following address office.

**Norwegian Refugee Council**

House no.37, Block 12, District #1, Close to Mirwaise Hospital Shari Naw, Kandahar, AFGHANISTAN

All queries can be sent to the following e-mail: af.procurement@nrc.no

1. **SCOPE OF SUPPLY**

|  |  |  |
| --- | --- | --- |
| **Contract No.** | **Country** | **Work Description** |
| TBD | **Afghanistan** | **Supply of Construction Materials** |

Please refer to the technical specifications in Annex A for more details.

**MAXIMUM TIME-FRAME FOR COMPLETION OF WORKS:** Supply of construction materials will take place between 1st April 2019 and 31st December 2020

1. **SCHEDULE AND DEADLINE FOR SUBMISSION**

The deadline for submission of bids is 1500 hrs. on the 14th March 2019. Late bids will not be accepted.

|  |  |  |
| --- | --- | --- |
| **PROCESS** | **DATE** | **TIME\*** |
| Invitation to Bid release | 1st March 2019 | 15:00 hrs. |
| Deadline for request for any clarifications from NRC | 10th March 2019 | 13:00 hers |
| Last date on which clarifications are issued by NRC | 11th March 2019 | 13:00 hrs. |
| Deadline for submission of tenders (receiving date, not sending date) | 14th March 2019 | 15:00 hrs. |
| Tender opening session by NRC  | 17th March 2019 | 11:00 am |
| Notification of award to the successful tenderer |  |  |
| Signature of the contract |  |  |

\* All times are in the local time of Afghanistan

Please note all dates are provisional dates and NRC reserves the right to modify this schedule.

1. **MANNER OF SUBMISSION:**

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

Complete sealed bid documents shall be hand delivered at NRC Office at: Norwegian Refugee Council; House no.37, Block 12, District #1, Close to Mirwaise Hospital Shari Naw, Kandahar, AFGHANISTAN

Not later than 15:00 hrs on the due date indicated above.

Bidders must meet all requirements as specified.

The bid documents to be submitted are divided in two parts:

* Technical Qualification Document (Envelope 1) refer to Section 4
* Financial Bid Document (Envelope 2) refer to Annex A

####

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend.

1. **ASSESSMENT CRITERIA**

Award of the contract(s) will be based on the following:

**Step 1: Administrative compliance check**

Bidders must provide evidence of the following for their bid to be considered compliant:

1. Sections 5-9 completed, signed and stamped
2. Bidder has included a copy of their valid business licence.

**Step 2: Technical Evaluation**

A Technical Evaluation of all bids received will be conducted to shortlisted bidders. Criteria that will be used to evaluate and score the bids are outlined in Section 3, Clause 25

## Technical Qualification Documents (Envelope 1)

#### **Declaration of Undertaking**, using the form given in Section 9. This form must be used without any alteration, addition or omission. Bidders should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the selection process and will be subject to further legal investigation. Technical Qualification proposals will be rejected, if the interested company or any Joint Venture / Association member has not submitted a signed Declaration of Undertaking with the Technical Qualification Documents.

Documents for Technical Qualification

**Bid Data Sheet** using the form given in Section 2. This format must be used without any alteration, addition or omission

**Technical description of the bid**, using the form given in Section 4. This format must be used without any alteration, addition or omission. In addition, the following documents have to be provided:

* Copy of a valid registration of firm. The receipt for application for renewal of the registration will not be considered as a valid registration of the firm and might lead to the rejection of the tender;
* Written authorisation (the same individual cannot be authorised by two different firms);
* Joint ventures are not allowed.

**Work Experience** in the last five (5) years, using the form given in Section 7 on supply of construction materials

**Financial Capability**, using the form given in Section 4. In addition, bank state­ments (for the last 6 months) have to be attached. Each statement page must be signed by the declaring company. Do not include full financial reports. The average annual turnover over the last five (6) months.

**Company’s Equipment**, using the form given in Section 5. Highlight type of trucks and capacity which are required to delivery materials to the field sites during the project period.

Documents for Financial Qualification (Envelop 2)

**Step 3: Financial Evaluation**

Price in comparison to NRC established expectation and in comparison to other bidders of comparable technical quality

**Bid Data Sheet** using the form given in Section 2. In case the form of bid is not filled in completely, the bid will be excluded from further evaluation and the company will be disqualified from the tender process.

**Priced Bill of Quantities**, using the form given in Section 6.

1. Unless where Bill of Quantities (BoQ) have been made available by the Employer, the bidder has to elaborate and submit complete BoQ for all goods and services under this project. The BoQ shall be elaborated in conjunction with the documents of this limited competitive bidding, e.g. Conditions of Contract, the Technical Specifications and Quality.
2. Where the Employer has made available BoQ for the project with the tender documents it is the responsibility of the bidder to review, and where deemed necessary, notify the Employer about any required miscalculation or omissions noticed in the BoQ. By submitting a bid bidder confirms the correctness of the BoQ and has no right to claim any extra volumes, should an omission or miscalculation be noticed after the signing of the contract.
3. The bidder shall satisfy himself as to the meaning of every item in the BoQ and the frame conditions for the execution of the respective work. The fixed prices entered in the BoQ for the various sections of works are deemed to cover all supplies and delivery to site.
4. The items set forth in the BoQ and the prices entered therein shall, except insofar as may be otherwise expressly provided for in the Contract, be deemed to cover all the Contractor’s liabilities and obligations and all matters and things necessary for the proper performance, intended function and maintenance and completion of the works as specified.
5. The rates shall include the following unless expressly stated otherwise:
* Transposition cost
* Supply of materials and goods to site, including costs for purchase, transportation, storage, wastage and any other charges;
* Charges, overheads and profit.
1. No extra payment shall be made in respect of anything described in the Contract for which no corresponding item is given in the BoQ although necessary for completion of the Work and the cost thereof shall be deemed to be included in and covered by the Contract Price elsewhere as aforesaid. Any requirements written down in the Technical Specifications, which have not been included in the Bill of Quantities shall be deemed to have been included within the priced items in the BoQ. The cost of any item against which no unit rate has been entered shall be deemed to be covered by unit rates of other items.
2. In case the Employer evaluates that the BoQ does not cover the supplies/goods/items according to the requirement and specifications, the bid will be excluded from further evaluation. The bidder shall submit offers, which comply with the requirements of the tender documents, including the basic technical requirements as indicated in the drawings and specifications.

**SECTION 3**

**NRC Invitation to bid - General Terms & Conditions**

1. **SCOPE OF BID**
	1. The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
	2. The successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed
2. **CORRUPT PRACTICES**
	1. **Norwegian Refugee Council** requires Employees, Bidders and Contractors, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Norwegian refugee Council defines, for the purposes of this provision, the terms set forth below as follows:
	2. “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
	3. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition;
	4. In any case where fraud or corruption is identified, NRC will:
* reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
* remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
* liaise with District Officials to report if fraudulent or corrupt practices are identified
* terminate works
	1. Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the Country Director in Afghanistan.
1. **ELIGIBLE BIDDERS**
	1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Works:
2. the bidder, at the time of bid, is not:
	* 1. insolvent;
		2. in receivership;
		3. bankrupt; or
		4. being wound up
3. the bidder’s business activities have not been suspended;
4. the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
5. The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid. A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Norwegian Refugee Council regarding this bidding process
	1. A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.
	2. NRC reserves the right to refuse a bid at any time if the bidder or one of its sub-contractors 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 immoral human resources practices, including but not limited to: child labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.
6. **JOINT VENTURES, CONSORTIA AND ASSOCIATIONS**

Bids submitted by a joint venture, consortium or association of two or more firms as partners will only be accepted in exceptional circumstances.

1. **ONE BID PER BIDDER PER WORK**

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder’s participation to be rejected.

1. **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1. **SITE VISIT**

The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder’s own expense.

1. **INSPECTION**

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

1. **OBTAINING AND COMPLETING BIDDING DOCUMENTS**
	1. Bidders who did not obtain the Bidding Document directly from the Norwegian Refugee Council will be rejected during evaluation. Where a Bidding Document is obtained from the Norwegian Refugee Council on a Bidder’s behalf, the Bidder’s name must be registered with the Norwegian Refugee Council at the time of issue.
	2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
2. **CLARIFICATION OF BIDDING DOCUMENT**

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing. The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. The Norwegian Refugee Council 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.

1. **AMENDMENT OF BIDDING DOCUMENT**
	1. At any time prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.
	2. To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.
2. **LANGUAGE OF BID**
	1. The bid, as well as all correspondence and documents relating to the bid shall be written in English.
	2. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
3. **DOCUMENTS COMPRISING THE BID**
	1. The bid submitted by the Bidder shall comprise the following:
* Signed and stamped Contractor’s Biding form in Section 5
* Any other information and documents requested in Section 4.
* Service provision Schedule (as in Section 6)
* Company Profile and Previous experience (as in Section 7)
* Service Description and Pricing Proposal (as in Section 8)
* Signed and stamped Supplier Ethical Standards Declaration (as in Section 9)
	1. All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
1. **BID PRICE FOR SUPPLY CONTRACT**
2. Bid prices are for complete contracts. Contracts cannot be subdivided into pieces. Where a bid is submitted, all relevant BoQ must be completed.
3. The Bidder shall fill in rates and prices for all items of the supply or service described in the drawings and specifications and listed in the BoQ, Items for which no rate or price is entered by the Bidder will not be paid for by the Norwegian Refugee Council when executed and shall be deemed covered by the other rates and prices in the BoQ.
4. Unless otherwise specified in the Bid Data Sheet, all duties, taxes and other levies payable by the contractor under the contract, shall be included in the total bid price submitted by the bidder.
5. For bidder subject to VAT, VAT should be mentioned in the offers
6. The priced Bill of Quantities submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
7. If any rates are considered to be unrealistic or unreasonable they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
8. If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
9. The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.
10. According to article No 73 of Income Tax law of 1384 amended to Article No 72 the Client will withhold: 2% of contract value, if the Contractor holds a valid business license; 7% of contract value, if the Contractor does not have a valid business license.
11. **CURRENCIES OF BID AND PAYMENT**

All prices shall be quoted by the Bidder AFN, unless otherwise stated. Similarly, all payments will be made in AFN.

1. **BID VALIDITY**
	1. Bids shall remain valid for a period of 90 Calender days (CD’s) after the date of the bid submission deadline as prescribed by Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant. Rates shall remain valid for the entire contract period.
	2. In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.
2. **ALTERNATIVE BIDS**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

1. **FORMAT AND SIGNING OF BID**

The Bidder shall prepare one set of bid documents per contract that he wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

1. **SEALING AND MARKING OF THE BID**
	1. The Bidder shall enclose the bid for each contract in a plain envelope securely sealed
	2. The envelopes shall:
	3. be addressed to the Logistics Office, Norwegian Refugee Council, in the location specified in Section 2 – the Bid Data Sheet
	4. bear the Contract number
	5. no other markings should be on the envelope
	6. If all envelopes are not sealed and marked as required, the Norwegian Refugee Council will reject the bid
2. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Norwegian Refugee Council at the address given and no later than the date and time indicated in Section 2 - the Bid Data Sheet.

1. **LATE BIDS**

The Norwegian Refugee Council shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late and rejected.

1. **WITHDRAWAL AND REPLACEMENT OF BIDS**
	1. A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
2. submitted as with Clauses 20 and 21, and in addition, the envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
3. received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet
	1. After the opening of bids, modifications to bids must be documented and any discussions reported in writing. A bid may be withdrawn at any stage, with written notice.
4. **CONFIDENTIALITY**
	1. 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.
	2. Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
	3. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing.
5. **CLARIFICATION OF BIDS**

Norwegian Refugee Council may, at its discretion, ask any Bidder for a clarification of its Bid. The Norwegian Refugee Council’s request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Norwegian Refugee Council shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

1. **BIDS VALIDATION**
	1. The Norwegian Refugee Council’s determination of a Bid’s validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid
	2. A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;
2. the scope, quality, or performance of the supply specified in the Contract; or
3. limits in any substantial way, the Norwegian Refugee Council’s rights or the Bidder’s obligations under the Contract
4. **EVALUATION OF BID**
	1. The Norwegian Refugee Council 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;
5. Completion and inclusion of requested information and supporting documents (Administrative compliance) – Afghanistan Registration and Tax Clearance certificate is a Mandatory Requirement.
6. Price in comparison to NRC estimated rate (Financial evaluation)
7. Overall timeframe for the supply (Technical evaluation) – Providing Time Frame is a Mandatory requirement.
8. Schedules (Key Personnel and Activity schedule) (Technical evaluation)
9. Bill of Quantities (Financial & Technical evaluation)
10. Previous experiences supply of similar materials (Technical evaluation)
	1. In case of two contractors being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract
	2. Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require NRC to verify the identity of the bidder prior to financial transactions. NRC reserves the right to use online screening tools to check the bidder’s record with regards to their possible involvement in illegal or unethical practices.
	3. Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted
11. **AWARD PROCEDURE**
	1. The Norwegian Refugee Council shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period
	2. Any bidder who has not been awarded a contract, will be notified in writing
	3. Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
	4. The Award Letter will state the sum that the Norwegian Refugee Council will pay the Contractor in consideration of the supplied materials as prescribed in the Contract, and in accordance with the Bid.
	5. The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.
12. **SIGNING OF CONTRACT**
	1. Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
	2. Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.
13. **CONTRACT**
	1. The Contractor-to-be will comply with a Supply Contract, which will foresee, among others, the following commitments:
14. Non-exploitation of child labour and respect of basic social rights and working conditions (including security regulations and insurance for labour);
15. Provide transport, with insurance coverage for the materials, up to the warehouse and construction sites;
16. Accomplish the works, according to the required quantities and technical specifications indicated in the Bill of Quantities and Technical Drawings (SECTIONS 7 and 8), within the proposed timeframe
17. **SUB CONTRACTING**

Please be advised that subcontracting is not permitted. Bidders must have the capacity to complete the supply of materials themselves.

**SECTION 4**

**TECHNICAL DESCRIPTION OF THE GOODS**

**NOTE:** *Having Afghanistan Registration (AISAA) and Tax Clearance certificate for 2019 is a Mandatory Requirement (Bids will be rejected if these documents are not provided)*

**Refer Annexure A - Material List**

NRC intends to contract a reputable supplier from April 1st to 31st December 2020, fixed price framework agreements with one. Suppliers should therefore use ANNEX A to provide the unit cost for each item listed. NRC will then issue separate purchase orders against the contract that is signed with the selected supplier(s). Each purchase order will specify the exact quantity required and the exact delivery location. NRC may order as much or as few of each item as they require over the course of the contract. Regular purchase orders will be issued on an ‘as needed basis, with the quantity on each order varying.

**RESPONSIBILITIES**

The selected supplier will be responsible for the cost and risks for:

* Provision of goods in-line with the technical specifications agreed
* Loss and damage while loading and unloading
* Loss and damage while transporting the items to the exact required location

NRC will be responsible for:

* Issuing separate Purchase Orders against the agreement
* Monitoring the performance and quality of all aspects of the supply under this contract
* Making payments to the Contractor on satisfactory completion of all required items

**DELIVERY**

NRC is planning to target 1,140 households in Kandahar. All deliveries under this contract will be delivered within 1 km and 14 km (as per the below table), and be delivered to individual household compound, within the compound.

|  |  |  |
| --- | --- | --- |
| **Location Name** | **District** | **Estimated Distance from Kandahar Provincial Capital Centre (Km)** |
| Hakim Hada  | PD12 | 10 |
| Lowya Wayala | PD9 | 10  |
| Mirwise Mina  | PD7 | 14  |
| Haji Aziz | PD5 | 10  |

NRC may choose other locations, however, they will be up to maximum of 20km from Kandahar Provincial Capital Centre.

* For 900 households’ materials will be delivered in up to two tranches to support the progress of construction related to shelter upgrades.
* For 240 households’ materials will be delivered in up to four tranches to support the progress of construction related to the construction of 1 and 2 room shelters.

Wherever, possible NRC will group the requests for delivery of material to the same location to limit the number of trips the supplier is required to make.

The products will be purchased according to INCOTERM 2010: **Delivered Duty Paid (DDP)**

**OTHER RELEVANT INFORMATION**

**Specifications:**

Your quotation should clearly indicate the following:

1. Detailed specifications (if different from stipulated specifications). Please use ANNEX A: Technical Specifications & Pricing Proposal Template to provide full specifications if different to those requested
2. Where applicable, brand or model proposed.

**Samples/ Inspection:**

As part of this tender process, please be advised that NRC will request samples from shortlisted suppliers and may conduct visits to the suppliers’ offices/ plants/ warehouses/ stores etc. to verify any of the information provided in your bid. NRC may request documentary evidence of previous experience cited in your proposal.

**NOTE: The English version is the documents that will be considered and accepted in case of any confusion as final Unit Price List.**

**SECTION 5: BIDDING FORM**

**Please provide information against each requirement.**

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

1. **Bidder’s general business details**
2. **General information**

|  |  |
| --- | --- |
| **Company name:** |  |
| **Any other trading names of company:** |  |
| **Registered name of company (if different):** |  |
| **Nature of primary business/trade:** |  |
| **Primary contact name:** |  |
| **Job title:** |  |
| **Phone:** |  |
| **Email:** |  |
| **Registered Address:** |  |
| **Business licence number:** |  |
| **Country of registration** |  |
| **Registration date:** |  |
| **Expiry date:** |  |
| **Legal status of company (eg. partnership, private limited company, etc.)** |  |

1. **Owners/Managers**

Please fill in the below table with the full names and the year of birth of the company’s owner(s) and manager(s)\*:

|  |  |
| --- | --- |
| **Full name** | **Year of birth** |
|  |  |
|  |  |
|  |  |
|  |  |

 *\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions.*

1. **Employees**

Please list the employees who would be involved with NRC in the event of contract award:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Employee name** | **Job title** | **Role on NRC project** | **Phone** | **Email** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4 |  |  |  |  |

1. **Company bank account details:**

|  |  |  |
| --- | --- | --- |
| Beneficiary name: |    |  |
| Beneficiary account no.: |   |  |
| Beneficiary Bank: |   |  |
| Bank branch: |   |  |
| SWIFT: |   |   |
| IBAN: |  |  |
| Bank address: |   |   |

1. **References**

Please provide details of at least 3 client references whom NRC may contact, preferably from NGOs and UN agencies, for similar related works:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client/company name** | **Contact person** | **Phone** | **Email** | **Contract details (works, location, size, value, etc)** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |

1. **Equipment**

Please provide details of any relevant machinery/equipment/vehicles owned by the company that would potentially be used for construction: (do not mention rented items):

|  |  |
| --- | --- |
| **Type of machinery/ equipment/ vehicles** | **Quantity** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |

1. **Defects Liability/Guarantee Period**

Please provide details below of the defect liability and guarantee period you offer on the works included in this contract:

1. **Bid Validity**

Please confirm the validity of your bid below (in CDs): Preferred 45 Days

|  |
| --- |
|  |

1. **Confirmation of Bidder’s compliance**

We, 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.

The following documents are included in our **Bid**: **(please indicate which documents are included by ticking the boxes below).**

|  |  |
| --- | --- |
| **Documents** | **included** |
| Section 5: Bidding form; completed, signed and stamped | ☐ |
| Section 6: Work Schedule; completed, signed and stamped | ☐ |
| Section 7: Company Profile and Previous Experience; completed, signed and stamped | ☐ |
| Section 8: Pricing Proposal; completed, signed and stamped | ☐ |
| Section 9: Supplier’s ethical standards declaration; completed, signed and stamped | ☐ |
| Annexure B Tendering Time Frame | ☐ |
| Copy of valid business licence ( Afghanistan Registration Certificate) | ☐ |
| Tax Clearance Certificate | ☐ |
| Bank Statement ( Last 6 months) | ☐ |

We understand that NRC is not bound to accept the lowest, or indeed any bid, received.

We agree that NRC may verify the information provided in this form itself or through a third party as it may deem necessary.

**We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein.**

|  |  |
| --- | --- |
| Name of Signatory: | Tel N°: |
| Title of Signatory: | Name of Company: |
| Signature & stamp: | Date of Signing: |
| Address: |

**SECTION 6**

**Financial BID (in AFN)**

Bidders must complete their pricing proposal in ANNEX A: Technical Specifications & Pricing Proposal Template and include this in their bid submission. Detailed specifications (if different from the stipulated specifications) must be included in this ANNEX A (attached).

**We have completed and attached ANNAX A to our proposal and understand that NRC are not bound to accept the lowest or any bid received.**

|  |  |
| --- | --- |
| Name of Signatory: | Tel N°: |
| Title of Signatory: | Name of Company: |
| Signature & stamp: | Date of Signing: |
| Address: |

**NOTE**: The list shouldn’t be limited to this Form in regards to the number of proposed Key Personnel.

A comprehensive list has to be submitted adapting the Form to the necessary rows.

**SECTION 7**

**Specific Questions**

*The following questions will be used as part of the technical evaluation. Please respond to each question in no more than 500 words.*

Failure to complete this section will result in disqualification from the bid.

Question 1: The supplier will be required to deliver materials to individual households in multiple villages over the contract period. How will the supplier organise the delivery to multiple households on the same day? What controls will they put in place to ensure the right materials get to the right house.

Question 2: The supplier is required to deliver to the household compound, compounds may be 50-100m from the nearest road, and that road may be unpaved. How will the supplier undertake deliveries of this nature?

**SECTION 8**

**COMPANY PROFILE AND PREVIOUS EXPERIENCE**

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 past 5 years similar to the works required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, Handover Documents etc.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Project** | **Materials Supplied** | **Contracting Authority & Place** | **Total value of the performed contract (AFN)** | **Delivery location of the contract** | **Starting date** | **Ending date** |
| **1** |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |  |

**NOTE**: The list shouldn’t be limited to this Form in regards to the number of works reported. A comprehensive list of the last 5 years’ experience has to be submitted adapting the Form to the necessary rows.

NRC may conduct reference checks for previous contracts completed

**SECTION 9**

**SUPPLIER’S ETHICAL STANDARDS DECLARATION**

NRC as a humanitarian organisation expects the suppliers and contractors to have high ethical standards. Any organization supplying goods to NRC valued at over USD$10 000 in one year must sign this declaration. This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.

NRC staff may perform checks to verify that these standards are adhered to. Should NRC deem that the supplier fails to meet or is not taking appropriate steps to meet these standards, any and all contracts and agreements with NRC may be terminated. Anyone doing business with Norwegian Refugee Council shall as a minimum;

a) Comply with all laws and regulations in effect in the country or countries of business

AND

b) Meet the ethical standards as listed below.

OR

Positively agree to the standards and be willing to implement changes in their organisation.

**1. Anti-corruption and supplier’s compliance with laws and regulations:**

1.1 The supplier confirms that it is not involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organization or other illegal activity.

1.2 Where any potential conflict of interest exists between the supplier or any of the suppliers’ staff members with any NRC staff member, the supplier shall notify NRC in writing of the potential conflict. NRC shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.

1.3 The supplier will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.

1.4 The supplier shall be registered with the relevant government authority with regard to taxation.

1.5 The supplier shall pay taxes according to all applicable national laws and regulations.

1.6 The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

**2. Conditions related to the employees:**

2.1 No workers in our company will be forced, bonded or involuntary prison workers.

2.2 Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.

2.3 Workers, without distinction, shall have the right

to join or form trade unions of their own choosing and to bargain collectively.

2.4 Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.

2.5 Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child’s opportunity to complete his/ her education.

2.6 There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

2.7 Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

2.8 Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.

2.9 Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

2.10 Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.

2.11 Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).

2.12 Workers shall be provided with at least one day off for every seven-day period.

2.13 All workers are entitled to a contract of employment that shall be written in a language they understand.

2.14 Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.

2.15 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

2.16 Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.

2.17 No Deductions from wages shall be made as a disciplinary measure.

**3. Environmental conditions:**

3.1 Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.

3.2 Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.

3.3 National and international environmental legislation and regulations shall be respected.

3.4 Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.

We, the undersigned, verify that we are in compliance with all applicable laws and regulations, and meet the ethical standards as listed above or positively agree to these ethical standards and are willing to implement necessary changes in the organisation.

*DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF SUPPLIER/COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF REPRESENTATIVE* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*SIGNATURE:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_