

International Medical Corps Afghanistan Program Address: house#11, Str# 6, Dist#10 Qalay Fatullah Khan, Afghanistan Office telephone: +93 (0) 700059610	Sender name / position / telephone / email Rahim Khan Zazai, Senior Logistic officer +93799324455 +93789294461 afghanlogjb@internationalmedicalcorps.org
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Request for Quote reference No: **RFQ-KBL-LOG-17-006**

Subject or Title: **Construction of 150 Latrines in Paktika Urgoon & Barmal Districts CHF WASH Project**

International Medical Corps (IMC) is a global Humanitarian non-profit organization dedicated to saving lives and relieving suffering by providing health care, training and medical relief programs worldwide working in Afghanistan for over 20 years.

Dear Vendors,

On behalf International Medical Corps (IMC) Afghanistan Program, I am kindly requesting quotation for Construction of 150 Latrines in Paktika Urgoon & Barmal Districts under CHF WASH project.

Questions / Clarification requests:

Should you have questions about this Request for Quote, please contact us via e-mail at afghanlogjb@internationalmedicalcorps.org

I. Request for Quotation – Administration

Response Deadline:

- Quotations must be provided no later than **4pm on 1 March 2017**. Quotations received after the stated deadlines are considered invalid, but exceptions may be made on a case-by-case basis.

Source Selection Criteria:

- Based on the Lowest Price Technically Acceptable Source Selection Process, an award will be made to the Bidder submitting the lowest evaluated price that meets or exceeds the technical acceptability standards while respecting determined delivery timelines.
- Technical capability is evaluated by how well the proposed items or services meet the minimum technical specifications set forth in this RFQ. (see attached list)

Quotation Validity:

- The Quotation should be valid **6 Months** from the RFQ due date. If this is not possible, please quote your best quote validity timeframe.
- The Quotation includes, but is not limited to cost, pricing, terms and conditions, service levels, and all other information. If your company is awarded the contract, all information in the RFQ and negotiation process is contractually binding.

Submission instruction:

- a. Quotations must be submitted:
 - Hand delivered or via courier service in a sealed envelope placed into the tender-specific box against receipt. Submission of offers should be done at the following address:

Kabul Office:

Mr. Mohammad Hakim Rahimi Logistics Assistant Kabul Office house#11, Str# 6, Dist#10

Qalay Fatullah

Contact #: +93 (0) 700059610

You are required to submit signed and dated offers on the RFQ provided by requester. Any other/necessary information can be submitted in to your company letterhead.

In case of submission in a sealed envelope, the outside of the envelope must clearly note the RFQ reference number.

We will not be held responsible if an envelope sent without a legible RFQ reference number is mistakenly opened and thus disqualified.

- b. To be eligible, Quotations must:
 - Provide full, accurate and complete information as required by this solicitation and its attachments, including any certifications attached.
 - Be submitted on requester letterhead and signed by the authorized company officer.
 - It is recommended that the price schedules be copied on Bidder's letterhead.
- c. As a minimum, offers must show:
 - The RFQ reference number;
 - The name, addresses (street, email, other), and telephone number of the Bidder;
 - A detailed technical description /specification of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - Terms of any offer related warranty;
 - "Remit to"/"Submit to" address, if different than mailing address;
 - Confirmation of acceptance of Request for Quote Terms and Conditions.

Price offer:

- You will find in the document attached the list of items/services your company is required to bid for. You should address each item in the similar sequential order.
- Price must include any discount terms, transportation and insurance costs, applicable;
- Price offer should meet requirements set in b. and c.

Partial quotation:

- International Medical Corps [will/will not] considers a partial quotation, depends on IMC decision.

Vendor registration:

- All vendors must register with International Medical Corps prior to being awarded a

contract.

- If you are not already an International Medical Corps registered vendor, please provide information/documentation as listed on the attached **Vendor Registration Form**, and confirmation of adherence to International Medical Corps standard **Terms and Conditions** and **Vendor Code of Conduct** by returning those documents filled and signed.
- Note that for certain category of supplies, International Medical Corps may require a physical inspection prior to considering your company as registered.

Payment Terms:

International Medical Corps intends to award a firm fixed-price purchase order or contract as a result of this RFQ with payment terms minimum 5 days from delivery and acceptance of the goods ordered at the location specified. If this is not possible, please quote your best payment terms.

Invoicing:

Invoices supplied to International Medical Corps should clearly indicate:

- Purchase Order/ Contract/ Work Order number

Special Instruction:

- **Please clearly state availability of the required certificates if available.**

Intent to bid confirmation:

- We would appreciate if you could confirm in writing your intent to participate in this tender following receipt of this Request for Quote.

Delivery Timeline:

Please quote your best delivery timeline for the entire procurement. If all goods cannot be delivered within the agreed time and date as per the date of order. INTERNATIONAL MEDICAL CORPS [will/will not] accept split shipments.

Expiry Dates:

- [Where applicable, remaining item shelf life for medicines and medical supplies, lab reagent should not be less than 15 months shelf life.

Shipment Packing/Labeling instruction:

- Goods should be packed in durable boxes with proper weight. The goods must be preserved and packed by the Bidder, in accordance with the normal routines for the decided transportation method to avoid damage by handling, transport, or storage. Packing material should be used to limit any environmental influence.
- Each box must be numbered and must contain detailed packing list (on outside and inside box).

III. Request for Quotation - Quality control

Quality requirements:

- All medicines, lab reagent and medical supplies must comply with relevant authority/standards of Health (MoH) and pharmacy, set quality standards, principles of Good Manufacturing Practices (GMP), Good Storage Practices (GSP) and Good Distribution Practices (GDP).— stated is applicable for medicines, lab reagent and medical supplies procurement.

Required certificates:

All items must be accompanied with the corresponding quality assurance document: [state type of certificates required]

- Custom Release Certificate (one for every batch number of medicines supplied).
- Price list

Defects; Warranty; Misc.

- a) International Medical Corps has the right to inspect and test all supplies, equipment and services quantity and quality of delivery called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, seller's warehouse and in any event before acceptance. IMC shall perform inspections and tests in a manner that will not unduly delay the work. IMC assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor.
- b) International Medical Corps shall inspect the items upon their delivery (if different not agreed) and provide written notice to Contractor as to any defects, non-conformities, or issues in Contractor's performance of its Contract obligations. (See Acceptable Quality Level – AQL – below).
- c) Contractor must be present during International Medical Corps' quantitative and quality control process to be undertaken at the time of delivery. If Contractor does not attend, Contractor accepts the quantitative and qualitative control outcome performed by International Medical Corps. Within a reasonable time before delivery, Contractor must notify International Medical Corps in writing of its authorized representative who will participate in the quantitative and qualitative control process.
- d) International Medical Corps shall not be obliged to buy or pay for, and International Medical Corps may at any time after delivery reject, all or any part of a given delivery of goods and services that International Medical Corps determines does not conform to the Contract, is defective in material or workmanship, or are otherwise not in conformity with the specifications in Contract. To the extent practicable, International Medical Corps will provide the reasons for rejecting said goods in writing.
- e) Contractor shall remove items rejected or required to be corrected at its sole cost, including Contractor solely bearing the costs for re-loading cargo following a negative inspection. However, International Medical Corps may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- f) If Contractor fails to promptly remove, replace, or correct rejected items that are

required to be removed or to be replaced or corrected, International Medical Corps may either (1) by contract or otherwise, remove, replace, or correct the items and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, International Medical Corps may require their delivery and make an equitable price reduction, or request reimbursement if funds advanced.

- g) Contractor is exclusively liable for any defects in the items by Contractor, its agents, representatives, or subcontractors. Contractor hereby agrees to indemnify International Medical Corps for any losses, damages or claims of any kind arising from such defects.
- h) No rights or obligations under any agreement with International Medical Corps may be assigned or subcontracted to any third party, unless such assignment is pursuant to International Medical Corps' written consent.
- i) International Medical Corps' failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on International Medical Corps, for nonconforming items. Inspections and tests by International Medical Corps do not relieve the Contractor of responsibility for defects or other failures to meet Contract requirements discovered before acceptance.
- j) Contractor warrants that any workmanship, equipment, materials, and contents of the items provided under this Contract shall be free from defects and deficiencies and conform to the specifications attached. This General Warranty shall apply to the equipment, materials, and contents of the items procured.
- k) If items are being procured, Contractor shall make delivery to the specified destination by the due date stated or as otherwise agreed in writing by both parties. Any such stated due date is of the essence and the Contractor shall notify International Medical Corps promptly if it anticipates that delivery will not be on time. Contractor shall incur all costs related to unauthorized early delivery or any late delivery.
- l) If any items, product or services are not delivered in accordance with the delivery schedule agreed upon by both International Medical Corps and the Contractor, and if the delay in delivery is not due to unforeseen events (Force Majeure, including: flood, earthquake, storm, hurricane or other natural disasters; hostilities; terrorist activities; war; extensive military mobilization; embargo; insurrection; strike or any other similar cause beyond the Contractor's reasonable control) the Contractor shall pay to International Medical Corps liquidated damages in the amount 5% (five percent) of the value of the procurement per month. Liquidated damages shall be paid proportionately for any period of less than one month calculated on the basis of thirty (30) days in the month. International Medical Corps will issue a Debit Memo to collect said payment against the Contract for delinquent items.
- m) The Contractor whose performance is prevented by a Force Majeure event shall, as soon as practicable given the nature of the event, inform International Medical Corps of the impediment and the effects thereof. As of the date of the notice of Force Majeure by the Contractor, the Contract is suspended. The Contractor shall exercise its best efforts under the circumstances to remove or remedy the events of Force Majeure. If the situation causing the suspension continues for sixty (60) calendar days or more, International Medical Corps may terminate all or that part of the Contract on written notice to the Contractor.

- n) In the case of a rejection of defective or non-conforming items contained in a shipment, that shipment is still considered undelivered, and penalties for late delivery will be applied.

Acceptable Quality level (AQL) – where applicable

Acceptable Quality Level (AQL) is by definition the maximum percent of nonconforming/defective items (or the maximum number of nonconformities/defects per 100 items), beyond which a batch, shipment, or order are rejected. The nonconformity/defect of an item is expressed as a percentage of nonconforming/defect items. When each item can contain more than one defect, the nonconformity of an item is expressed as the number of non-conformities (defects) per 100 items, or as a percentage.

As the authority responsible for sampling, International Medical Corps has set the following AQL:

- Per International Medical Corps AQL, **Critical Defects are not allowed**, (i.e. all such items require immediate replacement, or International Medical Corps may choose to cancel the entire order and not to pay for items). Critical defects might harm a user or cannot be used for the purpose that they are manufactured for.

- Assurance Quality Limit (**AQL**) for **Major Defects is 2.5%** (i.e. maximum 25 items out of 1,000 may have major defects that vendor has to correct at its own expense within the agreed time. If the number of major defects is over 25 within 1,000 items, then all items in the order will be rejected). Major defects, to some degree, impact the usage or purpose they are manufactured for.

- Assurance Quality Limit for **Minor Defects are 4%** (i.e. in a batch of 5,000 items, a maximum of 200 items may have minor defects). Beyond 200 items with minor defects, International Medical Corps will reject the shipment with all associated expenses being vendor's responsibility. Minor defects represent a departure from specifications, but may be acceptable.

Defect determination table for medical commodities:

International Medical Corps Acceptance level	0%	2.5%	4%
Type of inventory	Critical	Major	Minor
Pharmaceuticals	<ul style="list-style-type: none"> Expired/Short-dated meds Crushed pills or broken vials/glasses Wrong Labeling Broken cold chain for keep cool items 	<ul style="list-style-type: none"> Damaged inner packaging Few missing Items (provided vendor replaces) 	<ul style="list-style-type: none"> Damaged outer packaging (affecting storage and transportation)

Medical Consumables	<ul style="list-style-type: none"> Expired/Materially Defective items Known poor quality items Broken cold chain for keep cool items 	<ul style="list-style-type: none"> Different specs than P.O Damaged inner packaging Few missing items 	<ul style="list-style-type: none"> Damaged outer packaging (affecting storage and transportation)
Medical Equipment	<ul style="list-style-type: none"> Damaged equipment /Non functional Different specs than P.O 	<ul style="list-style-type: none"> Minor damages to equipment (dents/scratches) Few missing non-essential parts 	<ul style="list-style-type: none"> Damaged outer packaging (affecting storage and transportation)

Defect determination table for non food items:

International Medical Corps Acceptance level	0%	2.5 %	4 %
Type of inventory	Critical	Major	Minor
Fabrics wearing apparel, Textiles,	Items not fulfilling mandatory specifications requested on the PR in relation to safety of the user,	Discrepancies on the specification (including size, color, type) to the point the item cannot be used for its intended purpose.	Scratches, uneven spot, yellow spots, minor color difference's, and so on Discrepancies on the specification including size, color, type), but still found to be technically possible to use for the intended purpose Tear, holes, broken zipper buttons etc
Leather products, footwear	Items not fulfilling mandatory specifications requested on the PR in relation to safety and /or cultural and social norms of the user,	Discrepancies on the specification including size, color, type), to the point the item cannot be used for its intended purpose.	Scratches, minor color difference's, and so on Specification discrepancies on minor technical elements that does

			not affect the intended use of the item.
Wood, products	wood In case of treated wood, treatment should comply with safe, acceptable standards against insect, especially termite, and fungal attack Comply with chemical that are often banned and not recommended (eg. Chromated copper arsenate and Creosote) Discrepancy in Comply with National and international deforestation guideline <i>*For more please handle item by item based of the specification given on the PR.</i>	Discrepancies on the specification (including size, color, type) to the point the item cannot be used for its intended purpose.	Crack, Deformations, Discrepancies on the specification including size, color, type), but still found to be technically feasible to use for the intended purpose
Paper, products	paper	Package damage to the level that the item is compromised for its use Discrepancies on the specification (including size, color, type) to the point the item cannot be used for its intended purpose.	Color and size Discrepancies on the specification including size, color, type), but still found to be technically feasible to use for the intended purpose
Chemical products, rubber and plastic products	Expiry dates Labeling/correct labeling of contents and safety Items not fulfilling mandatory specifications, mainly chemical contents proved to be of health risks, requested on the PR,	Package damage till item use compromised, Discrepancies on the specification including composition, size, color, type), to the point the item cannot be used for its intended purpose. Holes,	Scratches, leaks, minor color deviations, Discrepancies on the specification including composition, size, color, type), but still found to be technically feasible to use for the intended purpose,

		sharp surfaces,	
Fabricated metal products not machinery and equipment	Items not fulfilling mandatory specifications requested on the PR,	Discrepancies on the specification including size, type), to the point the item cannot be used for its intended purpose. Missing safety accessories,	Cracks, deformations, bends, and so on Discrepancies on the specification including size, type), but still found to be technically feasible to use for the intended purpose,
WASH Equipment, Electrical, mechanical	Discrepancies on the specification to the point the item cannot be used for its intended purpose.	Discrepancies on the specification, but still found to be technically feasible to use for the intended purpose,	Package damage, missing accessories that do not affect the functionality of the machine

IV. Request for Quotation - Terms and Conditions:

Issuance of this RFQ does not constitute an award commitment on the part of the International Medical Corps, nor does it commit International Medical Corps to pay for costs incurred in the preparation and submission of a bid.

Attached files are integral part of this RFQ including Terms and Conditions Version June 2016.

By submitting the valid offer to this RFQ you accept to adhere to RFQ and Terms and Conditions.

International Medical Corps may contact bidders to confirm contact person, address, bid amount and to confirm that the bid was submitted for this solicitation.

For construction projects under USG funding note requirements of 2 CFR 325 on Bonding. Bonding is used in construction projects to protect against adverse events that may cause disruptions, failure to complete the project due to insolvency of the builder, or the job's failure to meet specifications.

False Statements in the Bid:

Bidders must provide full, accurate and complete information as required by this solicitation and its attachments. False statements in bids constitutes grounds for immediate termination of the agreement with vendor. International Medical Corps takes fraud, misstatements, falsification, manipulation, alteration of facts and/or documents very seriously and has a zero tolerance policy and may choose to take legal action in case of misrepresented disclosures by Contractors.

Conflict of Interest Disclosure:

Bidders must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in International Medical Corps having to re-evaluate the selection of a potential Bidder.

Right to Select/Reject

International Medical Corps reserves the right to select and negotiate with those firms it determines, in its sole discretion, to be qualified for competitive proposals and to terminate negotiations without incurring any liability. International Medical Corps also reserves the right to reject any or all proposals received without explanation.

Reserved Rights:

All RFQ responses become the property of International Medical Corps and International Medical Corps reserves the right in its sole discretion to:

- To disqualify any offer based on Bidder's failure to follow solicitation instructions;
- To waive any deviations by Bidder from the requirements of this solicitation that in International Medical Corps' opinion are considered not to be material defects requiring rejection or disqualification; or where such a waiver will promote increased competition;
- Extend the time for submission of all RFQ responses after notification to all Bidders;
- Terminate or modify the RFQ process at any time and re-issue the RFQ to whomever International Medical Corps deems appropriate;
- Issue an award based on the initial evaluation of offers without discussion;
- Award only part of the activities in the solicitation or issue multiple awards based on solicitation activities.

Code of Conduct

International Medical Corps is committed to upholding the highest standards in all our business dealings with the U.S. Government and other international and private funders, protecting taxpayer resources, and providing high-quality services and products. Complying with all laws and regulations and ensuring fair competition are fundamental to this commitment. As such, International Medical Corps' vendors shall allow International Medical Corps to audit their compliance programs.

The Vendor Code of Conduct expresses the expectations we hold for all of International Medical Corps' vendors and they are required to sign and submit the attached Vendor Code of Conduct.

Reporting of Fraud & Unethical Behavior:

To report fraud and unethical behavior:

- File a report online at [EthicsPoint, Inc.](https://secure.ethicspoint.com/domain/media/en/gui/29929/index.html) (<https://secure.ethicspoint.com/domain/media/en/gui/29929/index.html>) or
- Contact report@internationalmedicalcorps.org for further instruction.
- Reports may also be made to compliance@internationalmedicalcorps.org or



- legal@internationalmedicalcorps.org

More details on International Medical Corps and our projects worldwide are available through our web site: www.internationalmedicalcorps.org

Rahim Khan Zazai
Senior Logistic officer
International Medical Corps
afghanlogjb@internationalmedicalcorps.org