

**International Rescue Committee**

**(Humanitarian Program)**

**Request for Proposal (RFP)**

**RFP Reference No: IRC AFG-00894**

**CONTRACT(S) FOR CONSTRUCTION OF Toilet Blocks for Goshta, Kuz Kunar & Surkhrud districts of Nangarhar City, Afghanistan**

|  |
| --- |
| **Planned Timetable** |
| **Issued ITT** | May 19, 2019 |
| **Advertise ITT** | May 19, 2019 |
| **Questions from Contractor due date**  | May 19-29 2019 |
| **Site Visit Assessment determined date** | May 22, 2019 |
| **Deadline for Submission**  | June 04, 2019 |
| **Evaluation of RFP** | June 09, 2019 |
| **Supplier Visit**  | June 12 2019 |
| **Award of Contracts**  | June 23, 2019 |
| **Contract Start**  | June 23, 2019 |

Contents Pages

[I. INTRODUCTION 2](#_Toc457220651)

[1. The International Rescue Committee. 2](#_Toc457220652)

[2. The Purpose of this Request for Proposal (RFP) 2](#_Toc457220653)

[3. Cost of Bidding 2](#_Toc457220654)

[4. The Bidding Documents…………………………………………………………………………………...2](#_Toc457220655)/4

[5. Clarification of Bidding Documents 2](#_Toc457220656)

[6. Language of Bid](#_Toc457220657) 4

[7. Documents Comprising the Bid](#_Toc457220658) 4/5

[8. Bid Prices & Price Changes…………………………………………………………………………………...5](#_Toc457220659)

[9. Bid Currencies 5](#_Toc457220660)

[10.Document Establishing service Eligibility and Conformity to Bidding Document..…5/](#_Toc457220661)6

[11. Bid Security](#_Toc457220662) 6

[12. Period of Validity of Bids 6/7](#_Toc457220663)

[13. Format and Signing 7](#_Toc457220664)

[14. Submission and Marking of Bids:……………………………………………………………………...7](#_Toc457220665)

[15. Format](#_Toc457220666) 7

[16. Modification and Withdrawal of Bids](#_Toc457220667) 7

[17. Preliminary Examination](#_Toc457220668) 7

[18. Evaluation and Comparison of Bids………………………………………………………...……](#_Toc457220669)8-10

[19. Contacting the Purchaser 10](#_Toc457220670)

[20. Notification of Award 10](#_Toc457220671)

[21. Contract award and notification 10](#_Toc457220672)

[22. Warranty 10](#_Toc457220673)

[23. Price Schedules and Location 10](#_Toc457220674)

[24. Distribution **Error! Bookmark not defined.**](#_Toc457220675)

[25. Disclaimer 1](#_Toc457220676)0

[26. Ethical Operating Standards 1](#_Toc457220677)1

[27. Supplier Information Form……………………………………………………………………....](#_Toc457220678) 11/14

[28.](#_Toc457220679) Price List Annex B Scope of Work, Drawings……….…..…………………………….……19/44

29.Taxex………………………………..…………………………………………………………………………………18

30. IRC Conflict of Interest and supplier code of conduct Annex C …………...……………19/21

31. Intend to Bid, Performance Bank Guaranty, Bid Security Form, Specimen of Declaration undertaken ……………………………………………………………………………………...45/48

# INTRODUCTION

# The International Rescue Committee.

The International Rescue Committee, hereinafter referred to as “the IRC”, is a non-profit, humanitarian agency that provides relief, rehabilitation, protection, resettlement services, and advocacy for refugees, displaced persons and victims of oppression and violent conflict. The Humanitarian Program supports communities affected by conflict or natural disasters through WASH, livelihoods, protection and emergency response projects. Provision of safe drinking water (drilling of new bore wells, new pipe schemes and upgrading of existence pipe scheme to solar systems, construction of sanitation facilities to the MRRD standards) hygiene promotion, skill trainings, food security, farmers capacity building, rehabilitation of the irrigation structures, prepositioned stock of NFIs and emergency shelter for the emergency management and construction of DRR infrastructures are the main program activities.

# The Purpose of this Request for Proposal (RFP)

It is the intent of this RFP is to secure competitive proposals to select a Potential, Reliable and Committed Supplier(s) or contractor(s) for the International Rescue committee Afghanistan to **Construct Toilet Blocks each block contains 5 toilets located at Goshta, Kuz Kunar and Surkhrud districts of Nangarhar province**. Therefore, IRC Afghanistan is calling on all eligible and potential suppliers/Contractors that are qualify, Professional and are technically and financially competent for the completion of the mentioned project as indicated separately in **ANNEX – B** with complete Scope of Work (SoW) of each project below Annex B to submit their sealed proposals as per the outlined criteria set forth in this RFP.

The winning bidder(s) will enter into a fixed price Construction Contract for period of twelve (12) months. Bidders shall be domiciled and must have complied with all Host Government legal set forth Regulations to operate in **Afghanistan** and a regular tax payer to offer such services as specified in the tender and shall furnish copy of its operating license/certificate of registration valid for the fiscal year (1397-1398) **2019 and possibly 2020**. The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

# Cost of Bidding

The Bidder shall be responsible for all costs associated with the preparation and submission of its bid, and IRC hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

##### THE BIDDING DOCUMENTS:

# The Bidding Documents

The Bidder is expected to examine all instructions, forms, **terms** and **specifications** in the bidding documents prepared for the selection of authorized suppliers or contractors. Failure to furnish all information required as per the bidding documents or to submit a bid not substantially responsive to the bidding document in every respect will be at the Bidder’s risk and may result in bid rejection. **For more detail please see attached Annex – 1 Declaration of Undertaking.**

|  |
| --- |
| *The Bidding documents comprise of the following documents:** *The Request for Proposal – RFP (applied to this document);*
* *Supplier Information Form and Conflict of Interest Form* ***Annex A***
* *Nangarhar Toilet Blocks Price Bill of Quantity (BoQ) Sheet* ***Annex B***
* *Nangarhar Toilet Blocks Construction Drawings and Designs* ***Annex B1***
* *Annex-1\_Specimen\_declaration\_of\_undertaking =* ***Non- submission of Declaration of undertaking will lead to the bid rejection.***
* *Annex-2\_Bid\_Security\_form*
* *Annex-3\_Performance\_Bank\_Guarantee\_form*
* *Annex-4\_ Intent To Bid*
 |

# Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify in writing at the AF.Tender@rescue.org. The request for clarification must reach the purchaser not later than **(From May 09 until May 29, 2019**). The Purchaser will respond by e-mail providing clarification on the bid documents on **May 29 until May 19, 2019).** Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be communicated to all prospective Bidders, who had received the bidding documents.

##### III. PREPARATION OF BIDS:

# Language of Bid

The bid and all relative correspondence and documents exchanged between the bidders and the Purchaser shall be written in **English language only.** Any printed literature furnished by the bidder and written in another language must be accompanied by an English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall prevail. Any translations must be performed by a licensed translator as recognized and notarized by the Courts and Government of Afghanistan.

# Documents Comprising the Bid

The submitted bid must include the following information. Failure to supply all requested information or comply with the specified formats may disqualify the bidder from consideration.

|  |
| --- |
| * ***A Bid detailing the unit price only in the Annex B1 & B2 sheet given for the purpose;***
* *Certificate of Business registration or Trading License in Afghanistan لایسنس بااعتبار شرکت*
* *Profile of the company including list and qualification of staff who will oversee the project (experience in the same field) پروفایل شرکت نشان هنده تجربه کاری مربوطه*
* *Tax payers documents in Afghanistanمکتوب تصفیه تکس سال آخر هجری شمسی*
* *Bank details /Financial capabilities, contractor to provide 1 to 2 years bank statement copy اظهار نامه یا استیتمنت بانکی حد اقل از 1 الی دو سال*
* *Bid Security Statement اظهار نامه زمانت بانکی*
* *Cover letter explaining interest to be a contracted vendor or supplier مکتوب نشان دهنده دلچسپی شرکت برای انجام پروژه ساخت و ساز*
* *Three (3) References from current or past clients (at least in the last one year) الی سه منبع ارتباطی که در سالهای اخیر به انها عین کار و یا مشابه کار انجام داده شده باشد*
* *Other important document bidder feel need to be attached to support their bid. ارایه دیگر اسناد معتبر که شرکت احساس میکند شریک آن درین پروسه موثر میباشد*
* *List of Equipment owned /leased by the supplier لست وسایل که شرکت دارا میباشد*
* *Copies of Contracts or POs for the construction and or similar construction works in the past two years.; کاپی قرارداد که شرکت دو سال گذشته چین یا مشابه ساختمان را انجام داده باشد*
 |

# Bid Prices & Price Changes

For the purpose of selecting a supplier/provider and executing the Construction Contract), the Bidder shall clearly indicate the unit price of the Supply and Services they are required to deliver under this contract. **All unit prices shall clearly be indicated in the space provided in the price schedule Annex B Construction of Toilet Blocks of Nangarhar districts (Gohsta, Kuz Kunar and Surkhrud) of this RFP.** The Bidder must sign and officially stamp the price schedule and entire RFP pages before submitting the sealed envelope.

The provided price for the supplies and services provided for the completion of the aforementioned project will remain unchanged during the period of the project’s completion from the date sealed bids submitted to IRC.

# Bid Currencies

* All rates and amounts entered in the Bid Form and Price Schedule and used in any documents, correspondence or operations pertaining to this tender shall be expressed in local currency ***Afghani (AFN)***

# Document Establishing service Eligibility and Conformity to Bidding Documents

Pursuant to Clause 8, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of services, which the Bidder proposes to supply under the Contract.

The Documentary evidence of the services’ conformity to the Bidding Documents may be in the form of technical specifications, literature, drawings, data (tables, graphs etc.), and shall furnish:

* A detailed description of the supply’ essential technical and performance characteristics.
* A **clause-by-clause** commentary on the Purchaser’s Technical Specifications demonstrating the supplies’ substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications attached as ***Annex – B*** are intended to be restrictive. However, the Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.

**The bidders must visit** the site on **Wednesday, May 22, 2019** to examine the site of the Works and obtain for themselves all information that may be necessary for completing their Tenders and for entering into a contract with the Purchaser. Bidders shall acquaint themselves with the conditions of:

**Site visit Detail: Wednesday, May 22, 2019 starting from 10:00 am till 2:00 PM**

**IRC Nangarhar Site Contact Person Mr. Dadekhuda Raihan Emergency Program Manager Nangarhar Mobile +93 (0) 727 92 45 594**

**Second Contact person for Project site assistance Ibrahim Zadran mobile +93 (0) 72 908 0250**

**Address Nangarhar Site: Jalalabad Zone Number 2, Street Number 2, and House Number 514 City to contact the above focal point in time**

**Provider Responsibilities:**

1. All responsibilities of waste materials and debris to be on service provider during and at the end of the project completion
2. Available land for storage, workshops, toilets, and site office for provider personnel is the sole responsibilities of the provider
3. Available connections to electricity and water for construction,
4. The soil and subsoil to be excavated stored or removed from site.
5. The availability of local labor, their quarters on site (if necessary), local materials and other local resources shall also be considered.

The Bidders will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection or site visits.

# Bid Security

1. For the Purpose of This Tender or SSA Process, Bid Security or Bond is applicable. Bidder shall furnish an amount of **Seven Hundred and Eighty Thousands (AFN 780,000.00)**, **Construction of Toilet Blocks in Nangarhar mentioned districts)** as part of his bid, and should be clearly stipulated in the attached ***Annex – 2*** in Afghanis or an equivalent amount in a freely convertible currency. The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Afghanistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Afghanistan in favors of the Purchaser valid for a period as the Bid Validity date 12 calendar months from the date sealed bids submitted. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than **30 days** after the tender closing date. The Bid Security of the successful bidder will be returned when the bidder has furnished and completed the required project activities.

# Period of Validity of Bids

Bids shall remain valid **for Twelve (12) calendar months** after the date of bid opening prescribed by the Purchaser, a bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

1. In exceptional circumstances, the Purchaser may request the Bidders to extend the period of validity. The request and the responses thereto shall be made in writing by letter or e-mail. A bidder agreeing to the request will not be required nor permitted to modify his bid and will be required to extend the validity of his Bid Security for the period of the extension.

# Format and Signing

The original bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. Financial proposal pages of the bid shall be initialed by the person or persons signing the bid and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

The bidder shall include a cover letter in their proposal. The content of the cover letter shall include the following information:

* A table containing bid offer: item description, unit price
* A detailed specification of the offered goods and services
* Warranty (if necessary and appropriate);
* Delivery time;
* Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged during the period of project completion from the date sealed bid submitted

##### SUBMISSION OF BIDS

# Submission and Marking of Bids:

Bidders can submit their bids shall be submitted sealed **separately financial and technical** in two different sealed envelopes clearly marked **(RFP IRC AFG-00894)** Construction of Toilet Blocks at MoE Schools located at Goshta, Kuz Kunar and Surkhrud districts of Nangarhar Provinceto (IRC Office Kabul Taimani, Street # 4, House, # 34 district No 10 Kabul, Afghanistan), no later than **04 June 2019 4:00pm.** If the Bidder is submitting the sealed bids at the field office of Nangarhar then sealed bids have to be submitted to site office by contacting the IRC giving focal points and once submitted to sign bid register. Bids submitted after the deadline will not be accepted.

Bidders must sign the bid register form at the reception of the office indicating their company name, telephone number, email address, date of submission and signature.

# Format

**The Bidder’s proposal shall comprise of technical proposal and financial proposal, in separate sealed envelopes.**

# Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. No bid may be modified after the deadline for submission of bids.

##### BID OPENING AND EVALUATION

# Preliminary Examination

1. The bids will be opened immediately after the expiration of the deadline. The envelopes containing the price quotations will remain sealed and will only be opened for those applicants who have achieved at least **70%** of the points to be awarded in the assessment of the **Technical Bids**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether bids are generally in order.

# Evaluation and Comparison of Bids

Bids determined to be substantially responsive as per section 7 above will be considered for the evaluation process with the below scoring criteria. The Technical Evaluation of the RFP shall **comprise 70% and the Financial Evaluation 30%.**

|  |  |  |
| --- | --- | --- |
|  | **Description** **Total Mark Technical Proposal (70%)** | **Weight (%)** |
| **Delivery and Capacity** | 1. Provider should submit project key personnel list with their CVs, copy of education certificates.
2. Provider should submit project implementation plan
3. Provider should submit bank statement for last six (6) months to show financial capacity.
4. List of construction Machineries with the documents.

Provider confirms to be mobilized at the project sites within 10 days.  | 30% |
| **Past experience/performance**  | 1. Provider has technical knowledge of the required supplies and services successfully delivered to other clients in the past. (2) Have extensive experience working in same area(same kind of construction projects or similar project contract in the past) with other INGOs, UN and large scale organizations, (3) Understands well the content and purpose of the RFP, the annexes, the designs, Bill of Quantity (BoQ) outlined  | 25% |
| - Please attach copies of POs / Contracts of Same supplies and services delivered to other clients (Up to three copies of most recent purchase orders/contracts completed for other clients) |
| **Eligibility/Specialized Supplier** | 1-Provider owns the company registered with authorized local government authorities. Provider confirmed not sub-contracting the order or project with other third party, (2) Bid provided has (12) calendar months validity and Security Bonds provided | 10% |
| **Payment Terms** | 1. Offers 30 Days credit 25% of payment for first 30% work completion of project, (completion (2) second 25% payment after 60% work completion of project, (3) 40% payment after 100% work completion of project (4)10% of the total amount will be retained as defects liability for the period of 6 months after work completion of the project  | 5% |
| **Total Mark Financial Proposal = (30%)** |
| **Financial Proposal**  | (1).Offer as per Price list is competitive and financial capacity of the provider is good, (2) Financial and Technical Proposals are submitted in two separate sealed envelopes having company full contact detail and RFP title on the sealed envelop | 30% |
| **Grand Total Technical and Financial Proposal Score** | **100%** |

**INFORMATION Table to be filled by Supplier/Provider**

|  |  |
| --- | --- |
| Provider confirms project construction materials, equipment, technical and non-technical staff, machineries will be available at all time during the project implementation? | Indicate by (%)  |
| Provider should submit site visit summary report with few photos for project Nangarhar districts Toilet Blocks | (Two reports with photos and project title are attached (Yes or No)  |
| **Company Past Performance Experience/Experience:**1. Bidders must provide their performance in related fields for the past five years.
2. Bidders must provide provable evidence of their past performance e.g. copy of contracts, completion letters or appreciation letters.
 | (confirm here if submitted)  |
| **Staff Qualification:** 1. Qualification and experience of proposed project manager.
2. Qualification and experience of site engineer for the subject project.
3. Qualification and experience of electrical engineer for the subject project.
 | (Confirm here if submitted)  |
| **Proposed Equipment**:1. List of equipment that meets the requirements of the subject project.
2. Provable evidence for availability of listed equipment.
3. Status of proposed equipment (rental/own).
 | (Confirm here if submitted)  |
| **Work Methodology:** 1. Work methodology meeting the requirement of the subject project.
2. Clearness of methodology i.e. that breakdown to activities is sequential and logical.
 | (Confirm here if submitted)  |
| **Time Schedule:**1. All activities have been indicated in the plan.
2. The time schedule is realistic and implementable.
3. Timeline with clear milestones.
 | (Confirm here if submitted)  |
| **Financial Capability:**1. Financial resources to meet the qualification requirements (cash in hand, lines of credit, etc.)
2. Bidders must provide their bank statements at least for the past three years to show the bidder's actual performance.
 | (Confirm here if submitted)  |
| Warranty Period of the supplies, equipment and project work quality after completion? | (In months)  |
| How many offices provider/contractor has in Afghanistan name their locations in the provinces? | (Number and name of locations) |
| How long it takes the contractor to start mobilizing human force, materials, equipment and other associated logistics support to start the project as soon as contract or contracts is/are signed? | (Mention no of days)  |
| Provider submitted Financial and Technical Proposals in two separate envelop marked company name, project title and sealed stamp?  | ( mention here)  |
| Provider confirms payments will be made in four (1) installments 25% of payment for first 30% work completion of project, (2) second 25% payment after 60% work completion of project, (3) third 40% payment after 100% work completion of project (4) fourth10% of project total amount will be retained as defects liability for the period of 6 months after work completion of  | (Mention here if agreed) |
| Provider warrants the quality of every single supply, equipment and materials will be used for construction of Commercia are of certified quality and duly approved by the IRC technical team before they are used in the project?  | (Mention here if agreed)  |
| Provider will immediately replace or replicate any materials or work not according to the design or criteria with no additional cost charged to the project within 72 hours?  | (Mention here if agreed)  |

# Contacting the Purchaser

Subject to Clause 5, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded or selected authorized supplier or vendor is announced.

# Notification of Award

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing or where necessary by phone that his/her bid has been accepted and, selected for Simple Service Agreement for the specific goods and/or services. At this stage IRC may also choose to negotiate with the selected bidder to finalize the offer.

##### CONTRACTING

# Contract award and notification

The Purchaser will award the Contract to the notified successful Bidder(s) whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid considering price/performance factors, quality of goods and equipment, provided further that the Bidder is determined to be qualified to enter into Simple Service Agreement and perform its obligations satisfactorily.

# Warranty

The Supplier warrants that the goods to be supplied are new, unused, of the most recent or current models (products), and meet Purchaser’s specifications.

The warranty shall remain valid for a period of time as may be specified by the supplier in the Bid and this warranty period shall be considered as one of the bid advantages, and shall in no case be less than that which is provided for by Afghanistan Law if any

# Price Schedules and Location

Provider interested in the provision of Goods and or services outlined in **Annex B Construction of Toiler Blocks at Nangarhar districts** to IRC Country office should NOTE that all categories apply to all IRC Offices.

List of Goods, Services and Work for Construction Contract) as per below Categories is attached

# Disclaimer

The Purchaser reserves the right to alter the dates of the timetable.

The Purchaser does not bind itself to accept the lowest or any proposal.

# Ethical Operating Standards

The IRC Way: Standards for Professional Conduct (“The IRC Way”), the IRC’s code of conduct and IRC’s combating Trafficking in Persons Policy. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings.

The IRC Way provides, inter alia, that IRC does “not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.” IRC’s procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in IRC’s operations. The supplier has to sign the Specimen declaration of undertaking; **Annex – 1.**

IRC requests that a supplier (i) informs IRC upon becoming aware that the integrity of IRC’s business has been compromised during the RFP process, and (ii) report such events through IRC’s confidential hotline, Ethics point, which can be accessed at [www.ethicspoint.com](http://www.ethicspoint.com) or via toll–free phone call (866) 654–6461 in the U.S., or collect a call (503) 352–8177 outside the U.S.

# ANNEX – A: Supplier Information Form

|  |  |
| --- | --- |
| Company Name |  |
| Any other names company is operating under (Acronyms, Abbreviations, Aliases) |  |
| Previous names of the company |  |
| Address |  |
| Website |  |
| Phone/Fax Numbers | Phone: Fax: |
| Primary Contact | Name: Phone Number: Email Address: |
| # of Staff |  |
| # of Locations |  |
| Avg. $ Value of Stock on Hand |  |
| Name(s) of Company Owner(s) or Board of Directors |  |
| Parent companies, if any |  |
| Subsidiary or affiliate companies, if any |  |

**Financial Information**

|  |  |
| --- | --- |
| Bank Name and Address |  |
| Name under which company is registered at bank |  |
| Payment Terms | Payment By: Bank Wire Transfer Yes | No  |
| Specify Standard Payment Terms (Net 30 calendar days) |  |

**Product/Service Information**

|  |  |
| --- | --- |
| List Range of Products/Services Offered |  |
| Basis For Pricing (Catalog, List, etc.) |  |

**References**

|  |  |
| --- | --- |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |
| Client Name: | Contact Name, Phone, Email Address: |

**Supplier Self-Certification of Eligibility**

Company certifies that:

**1.** They are not debarred, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.

**2.** They are not bankrupt or being wound up, are having their affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

**3.** They have not been convicted of an offense concerning their professional conduct*.*

**4.** They have not been guilty of grave professional misconduct proven by any means that the contracting authority can justify, or been declared to be in serious breach of contract for failure to comply with their contractual obligations towards any contracts awarded in the normal course of business.

**5.** They have fulfilled obligations related to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country where the contract is to be performed.

**6.** They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.

**7.** They maintain high ethical and social operating standards, including:

* Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC’s beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Supplier shall not discriminate against any of IRC’s beneficiaries during the Term of this Agreement, such as, but not limited to, withholding, adversely impacting, or denying equitable access to the benefits provided through this Agreement on the basis of any factor not expressly stated in the Agreement. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Supplier to perform its obligations under the Agreement.
* Environmental aspects: Provision of goods and services with the least negative impact on the environment.
* Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
* Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

**8.** Company warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Company’s business activities, nor is any IRC employee related to principals or owners of the company. Discovery of an undisclosed Conflict of Interest situation will result in immediate revocation of the Company’s Authorized Supplier status and disqualification of Company from participation in future IRC procurement.

9. Supplier hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to IRC.

10. Supplier herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name:

Name of Representative:

Title:

Signature:

Date:

**FOR IRC USE**

**Following documents have been supplied:**

|  |  |
| --- | --- |
| Business registration or license |  |
| Articles of incorporation or similar document  |  |
| Business and other NGO references  |  |
| Bank statements and references  |  |
| Passport / ID cards of business owners/board of directors |  |
| Financial statement (if available) |  |
| Supplier Tax Identification Number (TIN) |  |
| Passport/ID care of Business Partner/Sub contractor owners/board of directors and entity full title  |  |
| Intend to Bid Form  |  |
| Bid Security  |  |
| Performance Bank Guarantee  |  |

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an employee of IRC having completed and reviewed this form confirm the accuracy of information provided:**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Supplier to be re-authorized one year from this date.

**Annex B- (“Scope of Work”)**

* **Wednesday, May 22, 2019** from 10:00 am to 2:00 pm is fully dedicated for interested bidders to conduct project site visit and do survey assessment where IRC technical representative can be reached in the area. The contact detail of IRC Site in Nangarhar has been outlined in article 10 of this RFP.

* Project Drawings and designs are attached as Annexes.
* Nangarhar districts Toilet Blocks Construction Project Action Plan will be shared with the winning bidder or winning bidders before issuing the award.
* Contractor/Provider should commit to deliver the required services and work for the accomplishment of the project with high quality materials used that meets the project designs and standards.
* Delivery of all required materials, goods and equipment, labor and other associated matters related to the accomplishment of the project are the sole responsibilities of the contractor or contractors.
* Contractor/Provider should abide with all contract terms and condition outlined in the RFP during the whole period of the contract.
* Contractor/Provider should regularly crosscheck the delivered supplies, equipment and accessories required for the project with IRC technical team before utilizing to the project and shall not use any of such supplies and equipment without the prior quality check of IRC technical team in the site.
* Contractor/Provider will get the payment as per the actual work done at the end of the project.
* Interested bidders should conduct a thorough site assessment survey to ensure s/he understand the full context and background of the project scheme and submit a minimum of two page assessment report along with the couple of site visit photos attached with this RFP. Companies do not conduct site assessment survey shall still remain compliant and abide with project construction objectives and scope of works terms and condition.
* A total of **0.3%** penalty charges will apply on the total amount of each project cost per day delay if contractor/provider is not able to accomplish the project objective and work within the set forth time frame. In case of any unforeseen force majeure that is out of human control that delays the project implementation, it should be communicated as early as possible in writing with the IRC Supply Chain Department and Technical Program Representative for immediate corrective measure.
* Contractor/Provider should commit to inform IRC Supply Chain Department for any difficulties or barriers may face during any work/service delivery as early as possible and offer the best solution removing the impediment blocks the smooth operations plan
* The winning contractor for project implementation should be responsible for the safety and security of his/her own personnel, workers, engineers, machineries, materials related to this project during the period of the contract. IRC should be waived of any liability for the loss, damage, stolen of any supplies, equipment and dead or injury of contractor personnel, sub-contractors, labors or any other associates directly or indirectly involved in this project. Winning contractor releases and discharge IRC, its affiliate, officers, directors, employees and representatives from any and all liability, claims, demands, losses or damages which s/he or any of his/her heirs or assigns now have or later may have against IRC or any released party arising during and after implementation of the project . winning contractor (s) agree not to indemnify, keep IRC and its officers, directors, employees ore representatives safe, harmless from any litigation expenses, attorney fees, loss, liability, damage or any other costs which may occur during the implementation of the project (s) as a result of any claim arising from his/her acts or omissions. It’s the responsibilities of the contractor to ensure his personnel, labors and workers are fully equipped with safety equipment and are insured against any loss, damage, injury or death may result during the project implementation and shall not hold IRC liable.
* Interested bidders shall properly fill, sign and stamp all the A**nnexes** along with the RFP
* Interested bidders should fully read, understand **Project Drawing/Design Annex** attached as annex sign, stamp and submit the along with this RFP.
* Interested bidders should fully read, understand **Annexes** attached and comply with the requirement.
* Interested bidders submitting RFP should comply submitting Bid security and performance bank guaranty as required in the bidding.
* Project bid security deposit is estimated at the rate of **Seven Hundred and Eighty Thousands (780,000.00) AFN** to be made for the project
* Performance bank guarantee for the project will be made of **5%** of the total amount of the project that the winning contractor to process before signing the final contract.
* Interested bidder shall thoroughly read the RFP and its all attachments and ensure the offer each page is signed, stamped along with its all Annexes.
* Interested bidders should make sure to submit financial and technical proposals in a separate envelops. Project designs and RFP to be placed in one envelop and financial proposal to be placed in another separate envelop.
* IRC does not take any liability/responsibilities for the site visit, stationery or any other associated costs in regard to the submission of the bids to any interested bidders. All the costs associated with the site survey to be borne by the bidders themselves.
* Specification and quality of all project related materials, supplies and equipment to be confirmed of a high quality by the bidder as they will be checked by the IRC technical representatives in assigned site and will not be accepted if the quality do not match. IRC technical team has the full right and privileges to reject any item/supplies/equipment used in the project does not comply the project objectives and durability. The winning contractor is responsible to immediately replace the rejected supplies/material or equipment as soon as confirmed by the IRC technical representative.
* Samples of all supplies, materials related to the project will be checked at the time IRC Supply Chain committee Conduct Supplier Visit Survey and all time delivery and construction shall be made according to the selected sample materials and equipment.
* **Source/Nationality/Manufacture:** All goods and services offered in response to this RFP or supplied under any resulting award must meet the standard Criteria
* Respondents may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.
* **Scope of Work:** Selected bidder or bidders will be required to provide and deliver the unit price of **each activities, work, service and supplies outlined in Bill of Quantities Annex B** of this RFP and be submitted as financial proposal in separate envelop. The given price will remain unchangeable during the project implementation.
* **Stock Availability:** Interested bidders to confirm in the RFP availability of sufficient Stock of equipment, supplies, materials, labor, machineries and other project related activities will be considered at all time during the project implementation.
* **Warranty:** Bidder submitting sealed bids should confirm warranty period of the supplies, equipment or accessories used for the project where applicable.
* It will be the sole responsibilities of the contractor/provider to incur the cost of any supplies/equipment may undergo for quality test to an independent laboratory company will be selected by IRC SC and Program
* **Supply Receipt Procedure:** IRC will establish One-Off Construction Contract one Contractor who provided and delivered better offer project implementation with faire and consistent price that competes value for money.
* Complete delivery of the project to be done by August 20, 2019 as last date from the date contract is signed with the contractor.
* Winning bidder shall abide to agree and sign Municipality technical construction criteria guidelines adhering the project construction work will be followed as per those standard guidelines.
* Before signing the award contract, winning bidder shall read, sign and stamp project action plan and abide with the provided terms accordingly.
* **Sub-contractor:** Supplier selected for this contract shall not deliver or award the contracted goods and associated services through a sub-contracted supplier (s) unless there is a written agreement initially made between IRC and the contractor. In the case such situation happens in writing, then contractor shall provide full detail of his/her sub-contractor (s) to IRC for further due diligence and review their background and capacity before they start the delivery of goods. Failure to correspond or disclose this approach at the time of bid submission may lead to disqualify bidder to be part of IRC evaluation criteria.
* **Payment Terms and Modality:** Payment will be made through bank transfer subject to IRC Finance department policy within 1 calendar month as soon as final invoice and work complete certification report is submitted as per following payment terms.

**1st 25%** Payment will take place as soon as 30% from the total of project work is successfully accomplished and work completion certificate is signed by the IRC authorized technical representative

**2nd 25%** Payment will take place as soon as 60% from the total of project work is successfully accomplished and work complete certification is signed by the IRC authorized technical representative.

**3rd 40%** Payment will take place as soon as 100% from the total of project work is successfully accomplished and work completed Certification is signed by the IRC authorized technical representative

**4th 10%** from the total of project amount will be remitted as project defects liability, quality work assurance guarantee for period of at least six (6) months as soon as project is handed over to IRC or to the end beneficiary. This amount will only be released within next 6 months of the project completion if all the work and supplies used for the project do not face any technical default or damage. This payment will be subject to IRC authorized technical representative signature in writing.

***27.9 Brief information about Contractor Business and Experience especially in this field.***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# 28. Taxes:

Pursuant to the provisions of the Government of Afghanistan Income Tax Law 2009, Article 72, effective March 2009, IRC is required to remit 2% or 7% Government Withholding tax and deposited to Ministry of Finance Tax division account whenever each portion of Water Supply Equipment and Accessories ordered and received from supplier.

Price Validity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Currency of bid: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Validity of price should be at least 12 months** **Price to be in Afghanistan Local currency (Afghanis)**

**Signature of company representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Official Stamp of Supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ANNEX – C: IRC Conflict of Interest and Supplier Code of Conduct**

Supplier hereby agrees that Supplier and Supplier’s employees and subcontractors, if any, shall abide by and follow all established written policies of IRC related to work conduct, including, but not limited to, The IRC Way: Standards for Professional Conduct, the IRC’s Code of Conduct, and IRC’s Combating Trafficking in Persons Policy. The IRC Way provides three (3) core values - Integrity, Service, and Accountability – and twenty-two (22) specific undertakings. Supplier acknowledges that all IRC employees and independent contractors are expected to apply these core values and follow these undertakings in carrying out work on behalf of IRC. It is a point of pride for IRC to apply these behavioral standards in IRC’s everyday operations.

**Integrity - At IRC, we are open, honest and trustworthy in dealing with beneficiaries, partners, co-workers, donors, funders, and the communities we affect.**

* We work to build the trust of the communities in which we work and sustain the trust earned by our reputation in serving our beneficiaries.
* We recognize that our talented and dedicated staff are our greatest asset and we conduct ourselves in ways that reflect the highest standards of organizational and individual conduct.
* Throughout our work, IRC respects the dignity, values, history, religion, and culture of those we serve.
* We respect equally the rights of women and men and we do not support practices that undermine the human rights of anyone.
* We refrain from all practices that undermine the integrity of the organization including any form of exploitation, discrimination, harassment, retaliation or abuse of colleagues, beneficiaries, and the communities in which we work.
* We do not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.
* We accept funds and donations only from sources whose aims are consistent with our mission, objectives, and capacity, and which do not undermine our independence and identity.
* We support human rights consistent with the UN Universal Declaration of Human Rights and The Convention on the Rights of the Child.
* We rigorously enforce the UN Secretary General’s Bulletin on the Protection from Sexual Exploitation and Abuse of Beneficiaries.
* IRC recognizes its obligation of care for all IRC staff and assumes their loyalty and cooperation.

**Service - At IRC, our primary responsibility is to the people we serve.**

* As a guiding principle of our work, IRC encourages self–reliance and supports the right of people to fully participate in decisions that affect their lives.
* We create durable solutions and conditions that foster peace, stability and social, economic, and political development in communities where we work.
* We design programs to respond to beneficiaries’ needs including emergency relief, rehabilitation, and protection of human rights, post–conflict development, resettlement, and advocacy on their behalf.
* We seek to adopt best practices and evidence–based indicators that demonstrate the quality of our work.
* We endorse the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief.

**Accountability - At IRC, we are accountable – individually and collectively – for our behaviors, actions and results.**

* We are accountable and transparent in our dealings with colleagues, beneficiaries, partners, donors, and the communities we affect.
* We strive to comply with the laws of the governing institutions where we work.
* We maintain and disseminate accurate financial information and information on our goals and activities to interested parties.
* We are responsible stewards of funds entrusted to our use.
* We integrate individual accountability of staff through the use of performance evaluations.
* We utilize the resources available to our organization in order to pursue our mission and strategic objectives in cost effective ways.
* We strive to eliminate waste and unnecessary expense, and to direct all possible resources to the people we serve

**Conflict of Interest**

* Supplier hereby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a financial interest in the Supplier’s business activities.
* Supplier herby warrants that, to the best of its knowledge, no IRC employee, officer, consultant or other party related to IRC has a family relationship with the supplier’s owners.
* Discovery of an undisclosed conflict of interest will result in immediate termination of any Agreement and disqualification of Supplier from participation in current and future IRC activities.
* Supplier hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to IRC.
* Supplier herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.

**Supplier herby agrees to maintain high ethical and social standards:**

* Working conditions and social rights: Avoidance of child labor, bondage, or forced labor; assurance of safe and reasonable working conditions; freedom of association; freedom from exploitation, abuse, and discrimination; protection of basic social rights of its employees and IRC’s beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Supplier shall not discriminate against any of IRC’s beneficiaries during the Term of this Agreement, such as, but not limited to, withholding, adversely impacting, or denying equitable access to the benefits provided through this Agreement on the basis of any factor not expressly stated in the Agreement. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Supplier to perform its obligations under the Agreement.
* Environmental aspects: Provision of goods and services with the least negative impact on the environment.
* Humanitarian neutrality: Endeavoring to ensure that activities do not render civilians more vulnerable to attack, or bring unintended advantage to any military actors or other combatants.
* Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people.

If you believe that any IRC employee, volunteer or intern is acting in a manner that is inconsistent with these Standards, please notify a supervisor or the confidential helpline Ethics point, www.ethicspoint.com or call Ethics point toll-free phone call (866) 654-6461 in the U.S./call collect at (503) 352-8177 outside the U.S. There will be no retaliation against any person who raises concerns that are based on good faith belief of improper conduct. An intentionally false report or a failure to report conduct that is known to violate these standards may result in disciplinary action.

By signing this statement supplier acknowledges any violation of the above IRC policies will result in immediate termination of any agreement in place and disqualification from participation in future IRC activities.

|  |
| --- |
| Supplier Name: |
| Signature: |
| Title: |
| Print Name: |
| Date: |

**ANNEXES:**

Annex A: Supplier Information Form and Conflict of Interest Form

Annex B: Nangarhar Toilet Blocks Price Bill of Quantity (BoQ) Sheet (Attached as different file)

Annex B1: Toilet Blocks Drawings. (Attached as different file)

Annex 1: Specimen declaration of undertaking **Non- submission of Declaration of undertaking will lead to the bid rejection.**

Annex 2: Annex-2\_Bid\_Security\_form

Annex 3: Annex-3\_Performance\_Bank\_Guarantee\_form

Annex 4: Intent\_ To\_ Bid

 Specimen declaration of undertaking





