**INVITATION TO BID (ITB)**

**For supplying of Classroom Kits, Teachers Kits, Students Kits, Pre School Students Kits and Learner Hygiene/Dignity Kits for CBE, APL, MBE, ELC and TLS/EiE Students and Teachers Under Education Can’t Wait Project funded by UNICEF in Sar-e-Pul Province.**

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| --- | --- |
| **ITB Title:** | UNICEF – BEST/ECW Project: Teachers, Students & Classroom Kits -2019/002 |
| **Date of Issue:** | **24-06-2019** |
| **Project Location**  | **Sar-e-Pul Province.** |
| **Closing Date:** | **02-07-2019** |

**BASIC EDUCTION AND EMPLOYABLE SKILL TRAINING (BEST)**

Receptionist BEST - Kabul

Attention: Nazir Ahmad Mohmand – Country Director- BEST

Address: Khushal Khan Maina, Charai Speen Kalay, Imam Raza Masjid Steer, House # 11, District # 5, Kabul, Afghanistan.

Phone: + 93-787 101 747 and 0 782 790 311

Email: bestafg@bestafg.org

# INTRODUCTION

**BASIC EDUCTION AND EMPLOYABLE SKILL TRAINING (BEST)**

BEST (Basic Education and Employable Skill Training) is a non-profit, non-governmental, non-political and development-oriented organization established on 27th of April 2001 and registered with the Islamic Republic of Afghanistan Ministry of Economy NGOs. The Organization has a regional coverage through undertaking various Educational (Legal Rights, Human Rights, Teacher Training, Non Formal, Catch-up, Vocational), Awareness Raising (Legal Rights, Advocacy, Women Rights, Support to Electoral Process, Elimination of violation against women, Human Rights, , peace reconciliation, conflict resolution in peace building), Capacity Building (Civil Society Organizations (CSOs) in Project Designing, Proposal writing, Report Writing, Advocacy, Gender Mainstreaming, M&E and Business Communication. Provincial and District Government Civil Servants Developmental in General Management, Financial Management), Income generation and Vocational Training Projects in different sectors for Afghan Refugees/Returnees and local communities in Afghanistan.

BEST has worked as an Implementing Partner of Ministry of Education, GTZ/BEPA, UNHCR, DAI, CARE International, JICA, CPI, Preston University (Islamabad, Pakistan), UNDP/ANBP, UNDP/AJDL UNIDO, Tawa mandi (British Counsel), US Embassy, PRT (Ghazni), ARD, GIZ, UNOCHA, The Asia Foundation, DAI/SIKA North, MSI, UNHCR, UNICEF, War Child Canada and PWJ.

# The Purpose of this invitation to Bid (ITB) is the solicitation of bids from potential Logistic servers’ companies and suppliers

Dear Vendor;

Enclosed is an Invitation to Bid for the Provision of ITB # UNICEF – BEST/ECW Project -Classroom, Teachers and Students Kits for Sar-e-Pul Province.

Invites firms to submit a best-offer for subject ITB funded by UNICEF

BEST will award a

[x]  Firm Fixed Price Purchase Order,

[ ]  Firm Blanket Purchase Agreement

It is the intent of this ITB to secure competitive proposals to select a Potential, Reliable and Committed Supplier for the Basic Education and Employable Skill Training to provide and deliver (Classroom, Teachers and Students Kits ( 314 Classroom Kits, 314 Teachers Kits, 9,500 Students Kits, 14 Pre School Students Kits and 10,000 Hygiene Kits for ECW Project in Sar-e-Pul) under Education Can't Wait (ECW) activities for returnees and IDPs in Sar-e-Pul Province. when needed during the period of the contract. Therefore, BEST is calling on all eligible and potential suppliers that are qualify, Professional and are technically competent for the provision and supplying of Teachers/Students kits indicated in to submit their sealed ITB as per the outlined criteria set forth in this ITB.

# Cost of Bidding

The Bidder shall be responsible for all costs associated with the preparation and submission of its bid, and BEST hereinafter referred to as “the Owner”, 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 vendors. 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.

|  |
| --- |
| ***The Bidding documents comprise of the following documents:**** ***The invitation to bid – ITB (applied to this document);***
* ***Supplier Information Form and Conflict of Interest***
* ***Supply and Price Sheet (BOQs ANNEXURES FROM A TO E) attached separately***
* ***Sample of complete Kits are required for quality checking at stage of submitting ITB.***
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# Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify in writing at the bestafg@bestafg.org

The request for clarification must reach the Owner / BEST not later than **(June 30, 2019**). The Owner / BEST will respond by e-mail providing clarification on the bid documents on the **(June 30, 2019).** Written copies of the Owner’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.

**IMPORTANT:**

Do not send bids to the above email addresses. Only Queries and questions on this RFQ can be sent to the above address.

##### III. PREPARATION OF BIDS:

# Language of Bid

The bid and all relative correspondence and documents exchanged between the bidders and the Owner / BEST shall be written in **English language or local 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 TABLE A to E sheet given for the purpose;***
* ***Certificate of Business registration or Trading License in Afghanistan***
* ***Profile of the dealer (experience in the same field)***
* ***Tax payers’ documents in Afghanistan***
* ***Bank details /Financial capabilities***
* ***Cover letter explaining interest to be a contracted vendor or supplier***
* ***List of similar projects***
* ***Annual turnover for last three years + Bank statement***
* ***Delivery of the required Kits Plan***
* ***Another important document bidder feels need to be attached to support their bid.***
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# 6.1. Similar projects

Bidder shall provide the list of the projects completed or ongoing with similar nature i-e supplying of same materials and services.

 6.2 The minimum average annual turnover of the company for the last 3 years shall be at least USD 100,000.00 Bidder must submit supporting documents such as balance sheets or audited financial statements for the last three years if any.

# Bid Prices & Price Changes

For selecting a supplier/vendor and executing the Agreement, the Bidder shall clearly indicate the unit price of the Supply they are required to supply. All unit prices shall clearly be indicated in the space provided in the price schedule Annexures of this ITB. The Bidder must sign and officially stamp the price schedule and entire ITB pages before submitting the sealed envelope.

# 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 **US Dollars.**
* 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 ITB. The content of the cover letter shall include the following information.

* A table containing bid offer: item description, price

##### SUBMISSION OF BIDS

# Submission and Marking of Bids:

Bidder shall submit sealed bid clearly marked (**UNICEF – BEST/ECW Project -Teachers & Students Kits-002** to (Khushal Khan Maina, Charai Speen Kalay, Imam Raza Masjid Steer, House # 11, District # 5, Kabul, Afghanistan.), Not later than **Tuesday July 02, 2019 02:00 PM Local Time.** All bids are to be put in to the box provided for the purpose. 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, and date of submission.

# 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 Owner 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.

**11. Penalty Charges**

If the Vendor fails to supply the specified Goods/Services within the date stipulated, BEST shall, without prejudice to its other remedies under the Purchase Order/Contract price, as liquidated damages, deduct a sum equivalent to five percent (5%) of the delivered price of the delayed Goods/Services for each week of the delay until actual delivery, up to a maximum deduction of Ten Percent (10%) of the Purchase Order/Contract/Contract value.

**12. Inspection**

BEST shall have time to time responsibility, after delivery, to inspect the service and goods, and to reject acceptance in not conforming to the specifications of this Purchase Order and offer. Recovery of the rejected item (s) shall be the sole responsibility of the supplier.

##### BID OPENING AND EVALUATION

# 13. Preliminary Examination

The BEST 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.

# 14. Evaluation and Comparison of Bids

Bids determined to be substantially responsive as per section 5 (section 5 is regarding the clarification of the bid) above will be considered for the evaluation process with the below scoring criteria.

**EVALUATION CRITERIA**

 Technical evaluation will investigate the following:

* **Management (10 Points)**
* Management structure and human resource
* Quality of management (Qualifications and experience)
* **Delivery capability and experience (20 Points)**
* Completed and current contracts (Nature, value and practical completion certificates)
* Plant and equipment ownership (Log books and age)
* Proposed methods of execution and completion time (Work plan)
* **Relationships (10 Points)**
* Relevant gov’t offices other national and international organizations;
* Occupational health and safety
* Company ethics
* Claims and dispute history
* **Technical resources (20 Points)**
* Quality assurance/Quality Control
* Safety Measures/Plans
* Current workload and availability
* Relevant experience
* Local experience and knowledge

The offers submitted by the bidders will be given weighted score based on technical Capability

Financial Evaluation will look into the followings:

* **Management (10 Points)**
* Ability to manage a contract of similar nature
* Companies records management systems
* Unit prices and payment terms
* **Cost Responsiveness (20 Points)**
* Unit price accuracy
* Cost relation with the current Market
* **Available assets (10)**
* Bank Statement/Audit Report
* Annual turnover

The offers submitted by the bidders will give weighted score based on the financial value of the offer.

**Selection Criteria:** The contract will be awarded to a company with over all highest weighted score in both technical and financial evaluation.

***Note:*** *BEST Considered 60/40 evaluation method (technical evaluation* ***60 points*** *and financial evaluation* ***40 points****)*

# 15. Contacting Purchasing

 No Bidder shall contact the Owner 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.

# 16. Notification of Award

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

##### CONTRACTING

# 17. Contract award and notification

The Owner 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, provided further that the Bidder is determined to be qualified to enter into Agreement and perform its obligations satisfactorily.

# 18. Warranty

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

# 19. Disclaimer

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

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

**20. Taxes and VAT:**

Government withholding Tax, Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, BEST is required to withhold “contractor” taxes from the gross amount payable to all Afghan for‐profit subcontractor/vendor with aggregate amount of $10,000 US Dollars (AFN 500,000.00) or greater and transfer this to the Ministry of Finance. In accordance with this requirement, BEST shall withhold 2% tax from all gross invoices from subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce license.

For subcontractors/vendors without active AISA or Ministry of Commerce license, CRDSA shall withhold 7% “contractor” tax per current Afghanistan Tax law.

# 21. Ethical Operating Standards

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

The BEST Way provides, inter alia, that BEST does “not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.” BEST’s procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in BEST’s operations. BEST requests that a supplier (i) informs BEST upon becoming aware that the integrity of BEST’s business has been compromised during the ITB process, and (ii) report such events through BEST’s confidential hotline, Ethics point, which can be accessed. (**Cell# 0782790311 or email to** akhan@bestafg.org.

# 22. Code of Conduct

Following minimum code of conducts are required to be complied with by the supplier:

* Suppliers are required to comply with the applicable Local Laws,
* Supplier shall comply with all applicable laws, statutes, regulations, codes, etc. relating to anti-bribery and anti-corruption
* Supplier shall refrain from engaging in any form of bribery or corruption
* Suppliers shall minimize their negative impact on the environment
* Supplier shall reduce waste of all types to the greatest extent reasonably possible
* Supplier shall not discriminate its employees based on gender, age, religion, race, tribe, caste, social background, disability, nationality, political affiliation, sexual orientation, or any other personal characteristics
* Supplier shall not make use of any form of forced labour
* Supplier does not engage in any workplace practice and conditions which violate basic rights; Physical abuse or punishment or threat of physical abuse or punishment, any kind of sexual or other harassment and other forms of intimidation are prohibited
* Supplier shall not employ children younger than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age applies
* Supplier shall provide a safe and hygienic working environment
* Wages paid by the Supplier must meet or exceed legal minimums and/or industry standards
* Working hours of employees must be in line with the legal requirements and / or industry standards
* Supplier shall grant employees their stipulated annual leave and sick leave without any form of repercussions
* Supplier shall actively purchase locally produced goods in preference to imported ones wherever reasonably possible
* BEST expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
* BEST expects its suppliers to recognize the freely exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.

# 23. Scope of Works for delivery of Classroom Teachers and Students Kits.

1. Provide complete, assembled Classroom Teachers and Students Kits to BEST logistics department (Sar-e-Pul Province) in quantities specified in the Annexures A to E.
2. Transport assembled Classroom Teachers and Students Kits to location designated in the above address line.
3. Provide samples to BEST Logistics (Kabul office) for inspection prior to delivery of a Purchase Order.
4. BEST will not be responsible if the products or the raw material of this is stolen from the subcontractors.
5. BEST organization will not be held liable for any damaged or stolen products until delivered to the communities.
6. Classroom, Teachers and Students Kits should be delivered to BEST Office Sar-e-Pul Province in City, Afghanistan.
7. There will be no limitation by the subcontractors in the areas of deliveries.
8. **Timing-** The official timing is from 8:00am until 4:00PM and 6 days a week.

After having read this Invitation to Bid (ITB) <2019002.> on behalf of my company/business, I hereby:

* Accept, without restrictions, all the provisions in the Request for Quotation,
* Provided that a contract is issued by the Contracting Authority, we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
* Certify and attest that we meet the eligibility criteria stated in the Instructions.
* Certify and attest compliance with the Code of Conduct for Contractors mentioned in this ITB.

This declaration will be confirmed in the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

|  |  |
| --- | --- |
| **The Contractor** |  |
| Name of the company |  |
| Address  |  |
| Telephone no.  |  |
| E-mail: |  |
| Name of contact person |  |
| Date:  |  |

# 24. ANNEX – A: Supplier Information Form (this page will print on the letter head of the company

**APPENDIX A**

<Date:\_\_\_\_\_\_\_\_>

TO **BASIC EDUCTION AND EMPLOYABLE SKILL TRAINING (BEST)**

Dear Sir,

We, the undersigned, offer to provide the **ITB:** UNICEF **– BEST/ECW -** **Classroom Teachers and Students Kits 002** in accordance with your Invitation to Bid dated <24/06/2019- to 02/07/2019> and our Proposal (Technical and Financial). Our attached quotation is for the sum of < (**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD**) >.

Our quotation shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the quotation

We understand you are not bound to accept any quotation you receive.

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature:

Name and Title of Signatory:

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone