



## **TENDER DOCUMENTS**

### **Procurement of Goods and Services Through Competitive Bidding**

#### **War Child Canada Country Office-Afghanistan**

**June 2019**

# LETTER OF INVITATION

Reference No.

Dated:

To:

M/S \_\_\_\_\_

\_\_\_\_\_

Dear Mr. / Ms.

War Child Canada, Afghanistan (herein after called "Procuring Entity") has received financial contribution from its Institutional Donors (herein after called "Funds") for supply of Outdoor Tents to its on-going education program.

War Child Canada, Afghanistan through this official letter invites National and International firms registered with relevant Government of Afghanistan authorities or its host country (where the firms are based) to submit sealed bids for the provision of supply of Outdoor Tents as per the specification given in the Section-2.

War Child Canada, Afghanistan will select the Supplier based on the best offer (value for money), most advantageous item (quality and cost effectiveness). War Child Canada will apply its standards policies and procedures for selection of the Supplier.

Bidders must have track records of same or similar supplies in the International or Domestic markets.

The deadline for submission of bids in person or through representative is on July 10, 2019. Inside Afghanistan, the sealed bids will be dropped in a designated procurement bid box in War Child Canada's office located at House No. 08 Street-7 Taimani Road, PD-10, Kabul City. International bidders can send their bids via email directly to: [Tender@wcc-afg.org](mailto:Tender@wcc-afg.org)

Yours Sincerely,

Country Director

## Section-1: Instruction to the Bidders

1.1 Introduction	<p>War Child Canada founded in North America in 1999 and works with war-affected communities to help children reclaim their childhood through access to education, opportunity and justice. War Child Canada has over 15 years of experience working in communities in conflict and post-conflict zones. All work is implemented in direct partnership with local communities, local NGOs and other stakeholders using a child-centered approach. War Child Canada currently works in Afghanistan, Sudan, South Sudan, the Democratic Republic of Congo, Uganda and the Middle East, and is a registered Canadian charity based in Toronto. War Child Canada began programming in Afghanistan in 2003 and includes programs that focus on <u>justice</u> through legal aid; <u>education</u> through provision of child friendly spaces and early child-hood development; <u>opportunities</u> through livelihood program and <u>social protection</u> as cross-cutting across all the three thematic areas.</p>
1.2 Instruction to the Bidder	<p>This tender document calls for the procurement of goods and services through a competitive bidding from the Domestic and International Suppliers. The procedures and practices presented in this document are mandatory for use in the procurement of goods and services. The following general directions must be observed: Specific details, such as the “name/title of the services” and “address for tender submission”, should be furnished in the tender form.</p> <p>All costs and bid price must be given in USD currency.</p> <p>All tender documents are required for the Services; however, they should be adopted as necessary to meet the specific requirement of the Services and Goods announced in the tender call.</p> <p>The bidder must quote the most competitive rates of the services in the prescribed tender form.</p> <p>The bidder must provide supporting documents including Government licenses; accreditation from clients that confirm experience related to the supply as well as the best quality of the items (Outdoor Tents) supplied to national and international NGOs and other clients in Afghanistan over the past 3-5 years. Details of current and previous clients should be submitted as per the Annex-5 of this document.</p> <p>When quoting prices, the bidder must take into account the cost of transportation from Origin to the main office of War Child Canada to Kabul (port of destination). War Child Canada does not take any liability in terms of losing the tents on the way from the origin to the destination-War Child Canada office in Kabul.</p>
1.3 General Conditions	<p>The supplier will be responsible for compliance with all national and local laws and clearance of the custom documents at any border of Afghanistan.</p> <p>The supplier shall not assign the contract or any part thereof without the prior written consent/approval of the War Child Canada. The supplier shall also not subcontract the work or part of the work except with the written consent/permission of the War Child Canada and such consent even if provided shall not relieve the</p>

	<p>Service Provider from any liability or any obligation under the contract.</p> <p>Acceptance of tender to the successful bidder/vendor through a letter of intent (LOI) duly signed by the authorized signatory of the War Child Canada. The successful tenderer is required to execute an agreement within the time specified in the LOI. The offer should be valid for a minimum period of 20 days from the date of bid opening.</p> <p>The contract will be initially valid for a period of 3 months and after expiry War Child Canada will evaluate the performance of services of the supplier to decide whether an extension is needed. If satisfactory, War Child Canada reserves the right to extend the contract for another three (3) months on the same terms and conditions.</p> <p>If the registration certificate of Service Provider is withdrawn or cancelled by relevant government authorities, during the contract period, then the contracts will automatically stands cancelled.</p> <p>War Child Canada reserves the right to cancel the agreement by giving one month notice in writing without assigning any reason whatsoever.</p> <p>The supplier reserves the right to cancel the agreement by giving a three months' notice in writing without assigning any reason or whatsoever.</p> <p>The contract shall be terminated if the service of the supplier is not found satisfactory or if the supplier changes the rate of contract, specification, quantity and quality during the contract period.</p> <p>In case of any dispute or difference arising in relation to meaning or interpretation of this order, the same shall be referred to a sole arbitrator to be appointed by the management of the War Child Canada. In such cases the arbitration and conciliation Act of the Government of the Islamic Republic of Afghanistan will be applicable to the arbitration proceedings and the venue of the arbitration shall be at Kabul.</p> <p>All the pages/documents of the tender should bear the dated signature of the tenderer. All the entries by the tenderer should be in one ink and legibly written. Any over-writing corrections and cuttings should bear dated initials of the tenderer. Corrections should be made by writing-again instead of shaping or over-writing.</p>
1.4 Other Conditions	<p>Rates of supply of the Outdoor Tents should be quoted both in figures as well as in words. In case the rates quoted in words and figures are at variance, the rates written in words will be taken as final.</p> <p>War Child Canada reserves the right to reject or accept any or all tenders without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it, if too many tenderer/bidders are received satisfying the basic pre-requisite criteria.</p> <p>Delivery of the services must be completed as per the timeline mentioned in the tender form and should be according to the specification. Ensure the quality and quantity of the service as per the specification.</p>

	Providing the signed and stamp invoice to the organization along with all other support documents for any other costs if needed such as tax, transportation and packing.
1.5 Payment procedure:	<p>The completed delivery receipt along with the invoice/bill in all respect should be presented to War Child Canada on quarterly basis and payment of the invoice will be made after proper inspection and verification of the goods within a period of five (5) working days from the date of receipt of the invoice.</p> <p>The losses to the War Child Canada which are directly attributable to the agency shall be deducted from the from the Payable amount.</p> <p>War Child Canada will deduct/withheld the tax amount from the payment according to the government policy, as evidence copy of tax payment receipt will be provided to the service provider.</p>

## Section-2: Specifications (TOR) and Supplies

The main purpose of the supply of the outdoor tents is to support children's access to schooling spaces especially in the areas where formal schools are overcrowded, and spaces are not available to accommodate out of school children. These tents are required to be installed in districts and villages located in Herat (Western Region), Sar-e-Pul (Northern Region) and Uruzgan (Southern Region) provinces.

War Child Canada Afghanistan now invites supplier to submit bids for outdoor tents as per the specification given below

#	Item	Specification	Quantity	Unit Cost	Total
1	HUB TENT 42M <sup>2</sup>	<p><b>DIMENSION.</b> 600x700 CM wide, 290CM Central Height, 205CM Wall Height. Floor Surface 42M<sup>2</sup></p> <p><b>MATERIAL OUTER TENT.</b> 250gsm (PE), water, rot and UV proof, washable/disinfect able.</p> <p><b>MATERIAL FRAM.</b> Galvanized steel pip 30x1.2mm with steel cross pipe. Color White.</p>	80		
2	PACKING	<p><b>PACKING UNIT</b> 2no-nail wooden box strapped together.</p> <p><b>CONTENT</b> Tent, frame, accessories and hammer.</p> <p><b>PACKING QTY PER PACKING UNIT</b> 1 piece</p>			

Any shortlisted Vendor shall provide the actual sample of the goods specified for actual inspection and acceptance. This will be at the cost of the Prospected Vendor. A notice will be provided to the prospected Vendor to present the sample product.

## **ANNEX – 3 DECLARATIONS and GUARANTEES**

### **1. No Pending Suits or Actions:**

The Supplier declares and guarantees that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits, or proceedings which could or would prevent compliance with this transaction and undertakes to advise War Child Canada immediately of any such occurrence.

### **2. Anti-Corruption:**

- a) The Supplier declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by Supplier, either directly or indirectly, as an inducement or reward for the award or execution of this transaction.
- b) The Supplier declares and guarantees that neither Supplier, nor its employees involved:
- c) Were convicted by a court of law in Afghanistan/Canada or in any other jurisdiction for an offense involving bribery or corruption or;
- d) Are under sanction, for an offense involving bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance.

### **3. Anti-Terrorism:**

The Supplier declares and guarantees that the funding for the purposes of the agreement will not knowingly be used to benefit the following groups: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the Vendor to any individual or entity found on the security watchlist checks below. (c) are not used, in the case of money, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited below.

- a) US State Department: Specially Designated Nationals (SDN)  
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
- b) USAID: System Award Management System (SAMS)  
<http://sam.gov>
- c) Canadian Government: Listed Terrorist Entities (Currently Listed Entities).  
<https://www.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/index-en.aspx>
- d) UN Security Council Committee: <https://www.un.org/securitycouncil/sanctions/un-sc-consolidated-list>;
- e) It is the legal responsibility of the recipient/contractor to ensure compliance with these Executive Orders and laws stated above.
- f) War Child Canada has the right to verify and disqualify the supplier/vendors/individuals found ineligible to the above websites.

### **4. Controlled Substances:**

In participation to this bidding, the Bidder certifies that the firm is not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance during performance of this bidding process.

## **5. Child Protection and Safeguarding:**

War Child Canada's commitment and protection on Child Safeguarding Policy: The BIDDER shall explicitly and systematically integrate safeguarding considerations (activities, outputs, results) in accordance with the UN Convention on the Rights of the Child. That the BIDDER does not engage in activities that have in any way caused harm to directly or through exploitation of a child.

I hereby certify that I fully understood, DECLARE and GUARANTEE that I have complied to the STATEMENTS above to the best of my knowledge and belief. I have no objection to War Child Canada verifying any or all the information furnished in this document with the concerned authorities, if necessary.