

Request for Proposal



House # 1431, Street # 1, Kart-e-Chahar,
PD # 3, Kabul, Afghanistan

February 10, 2020

To: Interested and qualified bidders

Request for Proposal No. RFP-AFG-KBL-002-2020 Provision of Internet Services

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received a grant from various donors for the implementation of the humanitarian aid operation in South Sudan. In order to run this operation DRC requires Internet services, thus seeks proposals for Provision of Internet services to all DRC offices within Afghanistan as listed in the Terms of References. Bidding Form titled **RFP No: RFP-AFG-KBL-002-2020 Provision of Internet Services to DRC Offices in Afghanistan** herein attached.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	February 10, 2020
2	Closing date for clarifications	February 19, 2020 at 16:00 hrs, Afghanistan Local Time.
3	Closing date and time for receipt of Tenders	February 24, 2020 at 16:00 hrs, Afghanistan Local Time.
4	Tender Opening Location	House # 1431, Street # 1, Kart-e-Chahar, PD # 3, Kabul, Afghanistan
5	Tender Opening Date and time	February 26, 2020 at 14:00 hrs, Afghanistan Local Time.

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on 'best value for money'. For the purpose of all tenders DRC defines best value for money as:

Best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e. reliability, quality, experiences, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).

For all bids deemed technically compliant as per the specification stipulated in Terms of Reference, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

The Requirement

Bidders are supposed to provide quotation of Microwave (Point to Point) internet bandwidth for the following offices.

Office Name	Location	Required Solution
Country Office	Kart-e-Chahar, Kabul	Microwave (Point to Point)
Guesthouse	Kart-e-Chahar, Kabul	Microwave (Point to Point)
Mazar Area Office	Shahrak Khalid Ben-e-Walid, Mazar	Microwave (Point to Point)
Mazar Guesthouse	Kart-e-Sulah, Mazar	Microwave (Point to Point)

Kandahar Area Office	Shahr-e-Naw, Kandahar	Microwave (Point to Point)
Jalalabad Area Office	Near to medical university hospital, PD# 3, Jalalabad	Microwave (Point to Point)
Jalalabad Spoke Site	PD # 3, Jalalabad	Microwave (Point to Point)
Panjshir	Asadabad, Kunar	Microwave (Point to Point)
Torkham	Zero Point, Torkham,	Microwave (Point to Point)
Herat Area Office	Jada-e-Mukhabrat, Herat	Microwave (Point to Point)
Bamyan Office	Shahar-e-Naw, Bamyan	Microwave (Point to Point)

A. Technical Award Criteria

The technical criteria for this RFP and their weighting in the technical evaluation are:

Technical Criteria #	Technical Criteria	Weighting in technical evaluation total 100%
1	Relevant experience in provision of services across Afghanistan. Wide experience in working with WiMAX/Microwave Technologies. The bidder should currently be providing similar services to at least 5 organizations similar to DRC within Afghanistan. Copies of contracts or recommendation letters from NGOs will suffice.	10
2	The bidders must provide high quality equipment for the connection, specially equipment mentioned below must be of highest quality. <ul style="list-style-type: none"> • Standard Quality poll/Stand • Low-Noise Amplifier LNB • Brand New POE modem • Connection Cable Cat6 • Power Bridge or Rocket Dish Antenna 	15
3	The bidder must provide a network monitoring system (NMS) for traffic monitoring and access to raw log files that will be shared with or access granted to the DRC IT focal person/s	10
4	Presence of qualified and experienced engineers/technical support team based in in Kabul and other provinces of Afghanistan to provide technical assistance when needed. The proposed team shall have solid experience in the provision of WiMAX and Microwave services and troubleshooting. Companies / Bidders with higher years of experience in this field are at added advantage.	10
5	The bidder must propose a backup connection for the connectivity in case of a downtime to the main connections. The backup connection but be 80% of the actual bandwidth.	20
6	The bidder must be operating independently on their own and not be reselling/subcontracting. A proof of the same may be required.	5
7	Availability of technical assistance and/or helpdesk facilities and response time to restore internet connection. The bidder in this bid must be having a 24/7 helpdesk facility, manned all the time to give help to DRC IT Department at all times.	15
8	DRC will on occasions ask the bidder to upgrade bandwidth temporarily, Upgrade should be carried within short notice of not more than 30 minutes	10
9	Capability of helping DRC IT Department to ensure optimal performance of the link.	5

Notes for technical evaluation:

Please note that bids shall respond to all criteria, or their bid may be disqualified. To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP. A Bid is deemed to meet the criteria if it confirms that it meets the conditions, procedures and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the RFP, it will be rejected.

B. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1.	Annex A	Bid Form (Technical) <ul style="list-style-type: none"> • Company profile • Tender and Contract Award Acknowledgement Certificate (Annex B) 	Complete ALL sections in full, sign, stamp and submit
2.	Annex E	Supplier Profile and Registration Form	Complete ALL sections in full,

			sign, stamp and submit
3.	Registration valid & licenses	Valid registration certificates and licenses for Provision of Internet Services in Afghanistan not certificates for general supplies. The bidder must supply copies of the following certificates 1) Business License, 2) ID Card of President and Vice President of the company, 3) Tax Identification Number, 4) Bank account payment instruction,	Sign, stamp on each certificate and submit
4.	Technical proposal	Technical proposal addressing all the technical requirements	Sign, stamp and submit
5.	Supporting documents	All supporting documents for the technical proposal	Sign, stamp and submit
6.	Company profile	Company profile	Submit
7.	Annex B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit
8.	Annex F	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit

C. Financial Evaluation

All bids that pass the Technical Evaluation and Administrative evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

III. TENDER PROCESS

- Tender Period
- Tender Closing
- Tender Opening
- Technical Evaluation
- Administrative Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

IV. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the **DRC Bid Form (technical bid - Annex A along with the detailed technical proposal and Financial bid on Annex F)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- Tender & Contract Award Acknowledgment Certificate (Annex B), and if required the Supplier Profile and Registration form (Annex E), plus any other documents required.
- Supplier Profile and Registration form (Annex E),
- Valid registration certificates and licenses from the relevant government regulatory body for Provision of Internet Services in Afghanistan and not certificates for general supplies.
- Technical proposal addressing all the technical requirements listed in the Terms of Reference.
- Copies of contracts for Provision of Internet services in various locations within Afghanistan in the last two (2) years with International NGOs / UN agencies. Attach at minimum four (4) copies of such contracts.
- Recommendation letters from NGOs/UN agencies that you have or are providing internet services to, period of such contracts should be in the last two (2) years. At minimum recommendation letters from four (4) UN agencies/International NGOs to qualify

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier is at the Bidder's risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the RFP requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- o The Financial Bid shall only contain the financial bid form, Annex F
- o The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information

Each part shall be placed in a **sealed** envelope, marked as follows:

**RFP No.: RFP-AFG-KBL-002-2020 Provision
of Internet Services
TECHNICAL BID**

Bidder Name:

**RFP No.: RFP-AFG-KBL-002-2020 Provision
of Internet Services
FINANCIAL BID**
Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed and delivered to:

**RFP No.: RFP-AFG-KBL-002-2020 Provision of Internet
Services
ITB Tender box at the country office Building – Guard
Room**

To: The chairperson
Tender Opening Committee
DRC Afghanistan Country Office
House # 1431, Street # 1, Kart-e-Chahr PD # 3, Kabul,
Afghanistan

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

Tender.afg@drc.ngo

V. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price. The bid price must be all inclusive i.e including all costs associated with providing the service plus the applicable taxes

B. Currency

The currency of the Bid shall be in AFN. No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this RFP shall be in English.

D. Presentation

Bids shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are

unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

E. Split Awards

DRC reserves the right to split awards.

F. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VI. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

VII. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC RFPs.

VIII. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. This RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this RFP.

IX. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

X. IMPROPER ASSISTANCE

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

XI. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favoritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XII. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XIII. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid Closure Time shall not be honored. If the selected Bidder withdraws its Bid, DRC shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XIV. LATE BIDS

All Bids received after the RFP closure will be rejected.

XV. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVI. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XVII. CANCELLATION OF THE RFP

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XVIII. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Procurement Team, afg-procurement@drc.ngo

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited and at the DRC website: www.acbar.org/rfq; www.afghantenders.com;

XIX. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter
2. Annex A.1 & A.2: DRC Bid Form (Technical & Financial)
3. Annex B: Tender and Contract Award Acknowledgment Certificate
4. Annex C: DRC General Conditions of Contract
5. Annex D: DRC Supplier Code of Conduct
6. Annex E: Supplier Profile and Registration
7. Annex F: Statement of work (terms of References)

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

DRC Supply Chain – Procurement
Afghanistan Operation

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the RFP Instructions and General Conditions of Contract for the Procurement of Services, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No **RFP-AFG-KBL-002-2020 Provision of Internet Services**, delivered for the locations specified therein.

2. We accept the terms and conditions set forth in the RFP Letter) and the following requirements have been noted and will be complied with where applicable:

a. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.

b. That conditional Bid's cannot be accepted.

c. That the currency of the Bid should be in **AFN**.

d. DRC reserves the right, at its own discretion:

i. To award a contract for a lesser or greater quantity than the total quantity Bid for.

ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.

e. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.

f. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered

g. We confirm that the validity of this offer is for 60 calendar days from the date of the RFP closure

h. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Services (Annex C)

i. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

j. We agree to abide by the DRC Supplier Code of Conduct as attached as Annex D

3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp