



## Request for Quotations (RFQ)

RFQ Number: CBA-RFQ-BPA-20-001

Issuance Date: **February 20, 2020**

Deadline for Offers: **February 26, 2020, 04:00 pm. local time Kabul, Afghanistan**

Description: Provision of monthly physical mobile top up card for CBA staff under the BPA for the duration of one year.

For: USAID- Capacity Building Activity (CBA)

Funded By: United States Agency for International Development (USAID),  
Contract No. AID 306-C-17-00005

Implemented By: Chemonics Afghanistan Limited Management & Implementation Services

Point of Contact: USAID- CBA Procurement Department

### \*\*\*\*\* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS \*\*\*\*\*

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <http://www.chemonics.com/OurStory/OurMissionAndValues/Standards-of-Business-Conduct/Pages/default.aspx>.

Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, Chemonics will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFQ must include the following as part of the proposal submission:

- Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to Chemonics' prohibitions against fraud, bribery and kickbacks.

Please contact [procurement@cba-af.com](mailto:procurement@cba-af.com) with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics' Washington office through the contact information listed on the website found at the hyperlink above. **For more information please read the last page annex A (ANNEXA CHEMONICS BUSINESS CONDUCT EXPECTATIONS)**

## **Section 1: Instructions to Offerors**

1. **Introduction:** The Capacity Building Activity (CBA) Project is a USAID program implemented by Chemonics Afghanistan Limited Management and Implementation Services in Afghanistan. The goal of the Capacity Building Activity (CBA) is to work in close partnership with the Ministry of Education (MoE) to support the achievement of the goals it set forth in the 2015-2020 National Education Strategic Plan (NESP). Specifically, CBA will support the MoE in delivering higher quality education services by improving MoE's internal systems and procedures, increasing its transparency of its activities, and ultimately increasing its performance accountability. As part of project activities, the Capacity Building Activity (CBA) requires purchasing Monthly Phone Top Up cards which listed at section #3 for CBA office at Kabul Province.

The purpose of this RFQ is to solicit quotations from eligible suppliers for as-needed, ad hoc purchases of Phone Top Up cards. As a result of this RFQ, the Capacity Building Activity Project anticipates issuing a blanket purchase agreement (BPA)—or possibly multiple BPAs—to establish specific pricing levels and parameters for ordering these commodities/services. This will allow the Capacity Building Activity Project to issue specific purchase orders, on an as-needed basis, for the procurement of these items over the next months. The Supplier shall furnish the supplies/services described in any purchase orders issued by Chemonics under this BPA. Chemonics is only obligated to pay for supplies/services ordered through purchase orders issued under this BPA and delivered by the Supplier in accordance with the terms/conditions of this BPA.

Offerors are responsible for ensuring that their offers are received by Chemonics in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

2. **Offer Deadline and Protocol:** Offers must be received no later than 11:59pm local Kabul time on **26 February -2019 at 11:59 pm**, local time Kabul, Afghanistan by email and the email size should not be more than 5MB. Any emailed offers must be emailed to [procurement@cba-af.com](mailto:procurement@cba-af.com) and the subject line of your email must be **CBA-RFQ-BPA-20-001, Mobile top up card**. Hard copy of quotation will not be considered for evaluation. Please reference the RFQ number in any response to this RFQ. Offers received after this time and date will be considered late and will be considered only at the discretion of Chemonics.
3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **04:00pm local Kabul time on February 24, 2020 by email to [procurement@cba-af.com](mailto:procurement@cba-af.com). Questions and requests for clarification—and the responses thereto—that Chemonics** believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Chemonics will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Chemonics or any other entity should not be considered as an official response to any questions regarding this RFQ.

4. **Specifications:** Section 3 contains the technical specifications of the items that may be ordered under the BPA. All commodities offered in response to this RFQ must be new and unused. Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

At this time, specific quantities to be purchased under any BPA resulting from this RFQ are unknown. Specific quantities will depend on the needs of the CBA Project. Individual purchase

orders will be issued under the BPA agreement, as the need arises for additional commodities/services.

5. **Quotations:** The per-unit pricing in quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in Afghani. Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Prices quoted must remain fixed for a minimum of 12 months. Offerors are requested to provide quotations on official letterhead or quotation format; in the event this is not possible, offerors may complete the table in Section 3.

In addition, offerors responding to this RFQ are requested to submit the following:

- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license.
- Individuals responding to this RFQ are requested to submit a copy of their identification card.

6. **Delivery:** The delivery location for the items described in this RFQ is wa Shenasi, Khawaja Rawash Road, Baron Hotel, Dreshak, Kabul, Afghanistan As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.
7. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 937** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Afghanistan

Offerors 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: Cuba, Iran, North Korea, and/or Syria.

8. **Warranty:** Warranty service and repair within the cooperating country is required for all commodities under this RFQ. The warranty coverage must be valid on all commodities for a minimum of **twelve (12) months** after delivery and acceptance of the commodities, unless otherwise specified in the technical specifications.
9. **Taxes:**  
Pursuant to Article 72 of the Afghanistan Income Tax Law, Chemonics is required to withhold taxes from the gross amounts payable to all Afghan subcontractors. In accordance with this requirement, should an award be made to a successful offeror and an agreement is successfully negotiated with that offeror, Chemonics will withhold two percent (2%) tax from the entity's gross invoices if the entity is in possession of an active business license issued by any of the following entities - the Ministry of Commerce and Industry, Ministry of Tourism, Ministry of Information and Culture, Ministry of Telecommunications, Ministry of Economics, Ministry of Education or Ministry of Public Health - at the time the awarded entity submits invoices for payment, and the invoices are successfully reviewed and approved by Chemonics. If the entity provides services contrary to approved by-laws or it does not possess a business license issued by any of the aforementioned public entities, but possesses licenses issued by other local or national government entities or municipalities, Chemonics will in this case withhold a seven percent (7%) fixed tax on the gross amount payable to the awarded entity, subject to Chemonics' review and approval of the subcontractor's invoices. In either case, this tax is withheld by Chemonics from the gross amount payable to the awarded entity and subsequently remitted to the Ministry of Finance. Chemonics will maintain records of all of such remittances. Chemonics reserves the right to directly verify all licenses with the relevant authorities.

10. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Chemonics will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
11. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis. Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Chemonics reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Chemonics reserves the right to conduct any of the following:

- Chemonics may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Chemonics may issue a partial award or split the award among various suppliers, if in the best interest of the CBA Project.
- Chemonics may cancel this RFQ at any time.
- Chemonics may reject any or all offers, if such action is in the best interest of Chemonics.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the CBA Project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.

12. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Chemonics, the CBA Project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Chemonics’ standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Chemonics’ standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment for purchase orders issued under any BPA resulting from this RFQ will only be issued to the entity submitting the offer in response to this RFQ and identified in the corresponding BPA award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be in the form of a Blanket Purchase Agreement (BPA). The CBA Project anticipates issuing a BPA (or multiple BPAs) under which specific purchase orders can be issued—on an as-needed basis—at the pricing levels established in the BPA. When the need arises for the commodities/services described in the BPA, the CBA Project will issue a purchase order to the BPA-holder. If there are multiple BPA-holders as a result of this RFQ, the purchase order will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time. Any BPA issued as a result of this RFQ will have a minimum duration of at least CBA months. The Supplier shall furnish the supplies/services described in any purchase orders issued by the CBA Project under the BPA. The CBA Project is

- only obligated to pay for supplies/services to the extent purchase orders are issued under any BPA resulting from this RFQ.
- (c) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, and/or Syria.
  - (d) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
  - (e) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.
  - (f) The title to any goods supplied under any award resulting from this RFQ shall pass to Chemonics following delivery and acceptance of the goods by Chemonics. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Chemonics.
  - (g) Subcontract award is contingent on successful vetting of the awarded offeror by USAID. Pursuant to the Mission Order 201.06, vetting is required for all non-U.S. recipients proposed for any award in excess of \$25,000 at any tier under a USAID contract, including subcontracts, 2nd-tier subcontracts, or any other similar award instrument

**DBA:**

13. **SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (APR 2016):** The Offeror is responsible for reporting all security incidents during performance of the award. This reporting shall apply to the subcontractor and all sub-awardees regardless of the tier (subs of subs and lower, etc.). In addition to reporting the Offeror is responsible for ensuring timely investigation of all security incidents and maintaining on file all records of reported security incidents.

A security incident is defined (but not limited to) the following incidents affecting an employee or the implementation of activities paid for with U.S. Government funding regardless of the funding source and tier of the organization:

- a. Arrest – A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
- b. Complex Attack – An attack using multiple means of engagement such as a Improvised Explosive Device (IED) followed by small arms fire
- c. Demonstration – An organized act of protest against legitimate operations that results in violence or the threat of violence
- d. Harassment – Interference in legitimate operations by ANSF, RS, or local civilian forces
- e. Indirect Fire (IDF) – Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades -RPGs)
- f. Improvised Explosive Device (IED) – A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)
- g. Capture - Illegal or hostile detention by insurgents or criminals for any length of time
  - I. Abduction: the act of taking someone away by force or fraud
  - II. Kidnapping: the abduction of a person by force or fraud for use as a hostage
  - III. Hostage: a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.
- h. Land Mine – A manufactured anti-personnel or anti-vehicle mine.
- i. Motor Vehicle Accident (MVA) – An airplane, motorcycle, car, or truck crash which results in injury or damage.
- j. Robbery – Non-insurgent related theft of property.

- k. Small Arms Fire (SAF) – a hostile engagement by a direct fire weapon (such as a pistol, AK-47, PK machine gun, RPG etc.)
- l. Threat – Verbal (in-person, telephone, etc.), SMS (text message), or written message threatening violence or demanding payment in any form.
- m. Other – negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

INITIAL NOTIFICATION: The Offeror shall provide initial notification by email or telephone to the Chemonics Country Security Team (CST), and Chief of Party (COP) CBA or designee for accountability purposes of any security incident as soon as practical, if it cannot be done immediately. This notification must provide as many details as are known at the time about the incident. Contact information will be provided upon award. A point of contact (POC) for the Offeror must be provided to the CST and COP in order for Chemonics personnel to follow up on the security incident details. Additionally, if a security incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the Offeror shall provide the same notification within 24 hours of the death of the individual.

SECURITY INCIDENT REPORT: Additionally, within 24 hours, the Offeror shall submit an initial Security Incident Report (SIR) documenting the incident in detail to the CST using the form provided. The SIR shall include, at a minimum, the award number, the name of the company, location where the incident occurred (Latitude/Longitude, GPS or MGRS coordinates, location name, etc.), time when the incident occurred, a brief description of the events of the incident, details about any known casualties, country of origin of all involved and a point of contact for the CST to request further information as needed. Each SIR shall be completed as thoroughly as possible and sent to the CST's contact information to be provided upon award. The Offeror shall concurrently send a notice to CBA COP or designee and the Contracting/Agreement Officer that a SIR has been submitted to PLSO.

Following the conclusion or solution of the reported incident, a Final Security Incident Report should be submitted to the CST to identify the resolution of the reported event and provide details indicating the resolution thereof.

## **Section 2: Offer Checklist**

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Official quotation, including specifications of offered equipment (see Section 3 for example format)
- Copy of offeror's registration or business license (see Section 1.5 for more details)

**Section 3: Specifications and Technical Requirements**

The table below contains the list of commodities/services that may be ordered under the BPA mechanism. Offerors are requested to provide per-unit quotations containing the information below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this Section 3 and submit a signed/stamped version to Chemonics.

Description and Specifications of Item	Unit	Items and Specifications Offered	Unit Price AFN
<b>Roshan 500 AFN -Top UP card</b>	1 Each		
<b>AWCC 500 AFN -Top UP card</b>	1 Each		
<b>Salaam 500 AFN -Top UP card</b>	1 Each		
<b>Etisalat 500 AFN -Top UP card</b>	1 Each		
<b>MTN 500 AFN -Top UP card</b>	1 Each		

Note: Estimated quantity of each order on a monthly basis could be (200-250, 500 AFN top up cards).

Offered unit prices should include transportation/delivery costs.

Delivery time (after receipt of order): \_\_\_\_\_ calendar days

\_\_\_\_\_

\_\_\_\_\_

The prices quoted above remain fixed for the next 12 months:

\_\_\_\_ Yes      \_\_\_\_ No



**Section 4: Offer Cover Letter**

*The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:*

To: USAID- Capacity Building Activity -CBA- Procurement Department  
Chemmonics Afghanistan Limited Management and Implementation Services  
Hawa Shenasi, Khawaja Rawash Road, Baron Hotel, Dreshak, Kabul, Afghanistan

Reference: CBA-RFQ-BPA-20-001 Provision of monthly physical mobile top up card for CBA staff under the BPA for the duration of one year.

**To Whom It May Concern:**

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Chemonics or CBA project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Chemonics’ prohibitions against fraud, bribery, and kickbacks.
- We understand that all documents provided, including a business license are authentic and that Chemonics may conduct verification at its own discretion

We hereby certify that we have read Chemonics ethical and business conduct requirements included on the first page of this RFQ and that the enclosed representations, certifications, and other statements are accurate, current, and complete. Furthermore, we understand that failure to comply with the above will lead to disqualification of the quote, possible disbarment from future opportunities or immediate termination of the contract if awarded.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Telephone and Website: \_\_\_\_\_

Company Registration or Taxpayer ID Number: \_\_\_\_\_

Company DUNS Number: \_\_\_\_\_

Does the company have an active bank account (Yes/No)? \_\_\_\_\_

Official name associated with bank account (for payment): \_\_\_\_\_

## **ANNEX A CHEMONICS BUSINESS CONDUCT EXPECTATIONS**

### **BUSINESS CONDUCT EXPECTATIONS**

Chemonics is committed to promoting fair and healthy competition in Afghanistan and working with partners who share our commitment to honest and responsible business practices. We take a great pride in our development work in Afghanistan and worldwide, and value the partnership with local partners. We would like to remind our partners of our ethical expectations. Chemonics expects all applicants, offerors, and potential implementing business partners to strictly adhere to the following business ethics:

- Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.
- Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value, or other form of compensation from current or potential vendors or suppliers. Employees who offer or accept anything of value to or from vendors or suppliers are subject to termination of employment and will be reported to USAID and the Office of the Inspector General. Partners who offer or accept anything of values to or from Chemonics employees are subject to disqualification of their RFA/RFQ and will be reported to USAID and the Office of the Inspector General. In addition, Chemonics will inform USAID and the Office of the Inspector General of any offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.
- Offerors responding to this RFA/RFQ must:
  - Disclose any family or financial relationship with other offerors submitting proposals or applications. For example, if the offeror's father or any family member owns a company that is submitting another proposal, the offeror must disclose this.
  - Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror's cousin is employed by the project, the offeror must disclose this.
  - Certify that all information in the proposal or offer or application and all supporting documentation, including the business license, are authentic and accurate.
  - Certify understanding and agreement to Chemonics' prohibitions against fraud, bribery, and kickbacks.
  - Certify that the prices in the offer (budget) are independently submitted, with no consultation, communication, or agreement with any other offeror, competitor or project staff.

**EXAMPLES OF UNETHICAL BUSINESS CONDUCT**

- If Chemonics receives two or more applications, and realizes they are copied from each other and it is not possible for Chemonics to identify which application was copied, Chemonics will disqualify both applications or offers or proposals.
- If two family members submit two independent offers, proposals, or applications to Chemonics without disclosing their relationship, both or all offers, applications, or proposals will be disqualified.
- If two family members submit two independent offers, proposals, or applications to Chemonics and disclose their relationship, Chemonics will require certification that they did not collaborate or work together on their submissions. Chemonics will also verify that these companies are distinct.
- If two organizations from a group of companies or a parent and child company submit offers, applications, or proposals to Chemonics without disclosing that they work under one group, both or all proposals or applications or offers will be disqualified.
- If two organizations form a group of companies or a parent and child company submit offers, applications or proposals to Chemonics and disclose that they work under one group, Chemonics will notify them that only one company from the group can submit a proposal or application or offer.

I confirm that I have read and understand the above and agree to follow Chemonics' ethical expectations outlined above and elsewhere in the RFA/RFP/RFQ

\_\_\_\_\_  
Name of Offeror or Applicant

\_\_\_\_\_  
Name of offeror's or applicant's representative and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date