



**Human Resource Development Agency
(HRDA)**

INVITATION TO BID

Project Title: Upgrading of Constructed Check-dam, 10000 Sapling and supporting 200 vulnerable women for kitchen gardening activities in Hangaran district of Kandahar province.

The provision of Sapling and kitchen Gardening

ITB No.: **HRDA/20-ITB/001**

Project: **WFP-Project**

Issued on: **25 February 2020**

Question from Supplier due date: **27 February 2020**

Deadline for Submission: **29 February 2020**

Opening of ITB: **1 March 2020**

Awards of Contract & contract Start: **2 March 2020**

Section 1. Letter of Invitation

Human Resource Development Agency (HRDA) hereby invites you to submit a bid to this invitation to bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

- Letter of Invitation
- Instruction to Bidders
- Supplier Information Form
- Financial Information
- Price Index (Annex-A Index Kitchen Gardening & Sapling)
- Terms of Reference

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

HRDA looks forward to receiving your Bid and thank you in advance for your interest in HRDA procurement opportunities.

Issued by

Approved by:

1. Section 2. Instruction to Bidders

GENERAL PROVISION	
Introduction	<p>1.1 It is the intent of this ITB (HRDA/20-ITB/001) to secure competitive proposals to select a Potential, Reliable and Committed Supplier for the provision of sapling and kitchen gardening Supplies identified in the price index in Hangaran district of Kandahar province, programed as one off contract.</p> <p>1.2 HRDA is calling on all eligible and potential suppliers that are qualified, professional and are technically and financially competent for the provision and delivery of the sapling and kitchen gardening supplies as indicated in ANNEX A to submit their sealed proposals as per the outlined criteria set for this ITB.</p> <p>1.3 Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by HRDA. HRDA is under no obligation to award a contract to any Bidder as a result of this ITB.</p>
Fraud, Corruption, Gifts and Hospitality	<p>1.4 HRDA has zero tolerance for fraud and corruption, meaning that HRDA staff members, non-staff personnel, vendors, suppliers implementing partners and responsible parties are not to involve in fraud, corruption collusion unethical or unprofessional practices. However, suppliers/vendors are required to observe the highest slandered of ethics during the procurement process and contract implementation.</p> <p>1.5 All occurrences of fraud and corruption are to be reported, and will be assessed and, as appropriate, investigated in HRDA Office under rule and code of conduct developed by HRDA. Thus it will be chased rigorously disciplinary and other actions against guilty party of fraud, including recovery of financial loss suffered by HRDA.</p> <p>1.6 Bidders/Suppliers shall not allowing offers of hospitality or gifts to HRDA staff those with vested interests to influence, or be perceived to influence, professional decisions.</p> <p>1.7 In enactment of this policy, HRDA:</p> <p>(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or deceitful practices in opposing for the contract in question.</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a HRDA contract.</p> <p>1.8 All Bidders must adhere to the HRDA Supplier Code of Conduct under HRDA procurement policy which may be found at https://www.mediafire.com/file/1ncb514ca36ioe4/HRDA-Procurement_Policy.pdf/file</p>

<p>Conflict of Interests</p>	<p>1.9 Bidders/suppliers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.</p> <p>1.10 In the existence of uncertainty and in the interpretation of possible conflict of interest, bidders/ suppliers must reveal to HRDA, and Pursue HRDA’s confirmation on whether or not such conflict exist.</p> <p>1.11 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ol style="list-style-type: none"> 1. Bidder hereby warrants that, to the best of its knowledge, no HRDA employee, officer, consultant or other party related to HRDA has a financial interest in the Supplier’s business activities. 2. Bidder hereby warrants that, to the best of its knowledge, no HRDA employee, officer, consultant or other party related to HRDA has a family relationship with the supplier’s owners. 3. 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 HRDA activities. 4. Supplier hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to HRDA. 5. Supplier hereby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.
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PREPARATION OF BIDS

<p>General Considerations</p>	<p>1.12 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>1.13 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the HRDA accordingly.</p>
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<p>Cost of Preparation of Bid</p>	<p>1.14 The Bidder shall be responsible for all costs associated with the preparation and submission of its bid, and HRDA 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</p>
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<p>Language</p>	<p>1.15 The bid and all relative correspondence and documents exchanged between the bidders and the purchaser shall be written in English language only. However the language barrier can be resolved with better understanding, the bidder can adhere with national language Pashto/Dari. Any printed literature furnished by the bidder and</p>
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	<p>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.</p>
<p>Documents Comprising the Bid</p>	<p>1.16 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.</p> <ul style="list-style-type: none"> a) A Bid detailing the unit price only in the ANNEX-A sheet given for the purpose; b) Certificate of Business registration or Trading License in Afghanistan c) Bank details d) Cover letter explaining interest to be a contracted vendor or supplier e) Passport/National ID of business owner/Board of directors/Sales Persons f) Other important document bidder feel need to be attached to support their bid.
<p>Documents establishing the eligibility and Qualifications of the Bidder</p>	<p>1.17 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Checklist and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to HRDA's satisfaction.</p>
<p>Price Schedule</p>	<p>1.18 The provided price in <u>ANNEX - A</u> will remain unchangeable during the period of contract. Prices given includes transportation, services after sale, manufacturer defaults warranty period. The Bidder must sign and officially stamp the price schedule and entire RFP pages before submitting the sealed envelope.</p> <p>1.19 The bidder is intended to indicate the fixed Itemized Pricing of Child Friendly Space items till April 2020. It is on HRDA will to order items on proposed time at a fixed price contracted with bidder.</p>
<p>Bid Security</p>	<p>1.20 For the Purpose of This Tender, Bid Security or Bond is not applicable.</p>
<p>Currencies</p>	<p>1.21 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 AFN currency (Afghani)</p>
<p>Bid Validity Period</p>	<p>1.22 Bids shall remain valid for 10 working days after the date of bid opening prescribed by the Purchaser, a bid valid for a shorter period</p>

	<p>may be rejected by the Purchaser as non-responsive.</p> <p>1.23 In exceptional HRDA 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.</p>
SUBMISSION AND OPENING OF BIDS	
Submission	<p>1.24 Bidder shall submit sealed bid clearly marked (HRDA/20-ITB/001) supplies of Sapling and kitchen gardening in Kandahar Office : (HRDA Main Office, Kandahar, Shahr-e-Naw, Noorzad Watt, House 14, Street #7, District</p> <p>1.25 No later than 29/ Feb/ 2020 /12/PM: All bids are to be put in to the box provided for the purpose. Bids submitted after the deadline will not be accepted.</p> <p>1.26 Bidders must sign the bid register form at the reception of the office indicating their company name, telephone number, email address, date of submission. Intend to bid form shall also be filled signed and be put along with the Sealed bids.</p>
Deadline for Submission of Bids	<p>1.27 Complete Bids must be received by HRDA in the manner, and no later than the date and time, specified in the BDS. HRDA shall only recognise the actual date and time that the bid was received by HRDA.</p>
Bid Opening	<p>1.28 HRDA will open the Bid in the presence of Procurement committee formed by HRDA.</p> <p>1.29 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as HRDA may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p>
EVALUATION OF BIDS	
Preliminary Examination	<p>1.30 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.</p>
Evaluation and Comparison of Bids	<p>1.31 Bids determined to be substantially responsive as per section 7 above will be considered for the evaluation process with the below scoring criteria.</p>
Categories	Description
	Weight (%)

Capacity/Stockholding Availability	(1) Supplier to state if they have available stock or will avail needed order once place. (2) Supplier has the ability to deliver all supplies to the field sites within one week as soon as contract is signed	10%
Past Experience	1. Attach copies of Purchase Order (PO) or Contracts for similar or other potential supplies delivered to other clients 2. Up to three copies of most recent purchase orders completed for other clients)	
Eligibility to offer bid	1- Supplier owns his/her own shop or company registered with authorized local government authorities 2. Bid should have 10 days validity from the date submitted	30%
Sample/Specification Quality	(1), Warrants submitting HRDA with high quality samples if shortlisted 2. Warrants delivering HRDA all ordered supplies according to the selected samples with high quality	30%
Financial proposal	Offer as per Price list is competitive	30%
	Total	100%

INFORMATION Table to be filled by Supplier:

Percent (%) of available stock same supplies with the supplier right now?	(Percentage)
Warranty period of equipment where applicable?	(In months)
How long it takes Supplier to deliver all supplies to designated site of HRDA as soon as contract is placed?	(Mention no of days)
Supplier submitted Signed and Stamped Proposal in sealed envelope?	(mention here)
Supplier confirms payments will be made after complete delivery of within 30 calendar days?	(Mention here if agreed)
Supplier confirms delivery of supplies will be made according to the selected samples.	(Mention here if agreed)
Contractor will immediately replace any faulty equipment or supplies observed during the delivery by HRDA with no addition transport cost within 4 consecutive days?	(Mention here if agreed)

AWARD OF CONTRACT

Right to Accept, Reject, Any or All	1.32 HRDA committed to accept or reject any bid, to tender any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the
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Bids	affected Bidder(s) of the grounds for HRDA's action.
Award Criteria	<p>1.33 HRDA shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the appropriate price.</p> <p>1.34 Prior to the expiration of the period of bid validity, the bidder will notify the successful bidder in writing or where necessary by communicating that his/her bid has been accepted and, selected to negotiate on their bid for the specific goods and/or services and to finalize the offer.</p>
Contract Signature	<p>1.35 The supplier 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 be awarded and perform its obligations satisfactorily.</p> <p>1.36 Within Ten (10) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to HRDA. Failure to do so may constitute sufficient grounds for the termination of the award winner.</p>
Payment Provisions	<p>1.37 Payment will be made only upon HRDA's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and good received note with the complete inspection of good issued by HRDA authority. Payment will be effected by bank transfer and Cheque payment in the currency of the contract.</p>
Disclaimer	<p>1.38 The bidder reserves the right to alert the dates of timetable, and does not bind its self to accept the lower or any proposal.</p> <p>1.39 HRDA provides, inter alia, that HRDA do "not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances." HRDA's procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in HRDA's operations.</p>

2. Section C: 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:	
Name(s) of Company Owner(s) or Board of Directors		

3. Section D: Financial Information

Bank Name and Address	
Name under which company is registered at bank	
Payment Terms	Payment By: <u>Check</u> Yes No <u>Wire Transfer</u> Yes No
Specify Standard Payment Terms (Net 30)	

SUPPLIER SELF-CERTIFICATION OF ELIGIBILITY

Company certifies	<p>3.1 The certification which is disqualified, suspended, or otherwise precluded from participating in major donor (e.g. European Union, European and United States Government, United Nations) competitive bid opportunities.</p> <p>3.2 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.</p> <p>3.3 They have not been convicted of an offense concerning their professional conduct.</p> <p>3.4 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.</p> <p>3.5 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</p> <p>3.6 They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.</p> <p>3.7 They maintain high ethical and social operating standards, including:</p> <ul style="list-style-type: none"> • Working conditions and social rights: Avoidance of child labor,
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	<p>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 HRDA’s beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Supplier shall not discriminate against any of HRDA’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.</p> <ul style="list-style-type: none"> • 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. <p>3.8 Company warrants that, to the best of its knowledge, no HRDA employee, officer, consultant or other party related to HRDA has a financial interest in the Company’s business activities, nor is any HRDA 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 HRDA procurement.</p> <p>3.9 Supplier hereby confirms that the organization is not conducting business under other names or alias’s that have not been declared to HRDA.</p> <p>3.10 Supplier hereby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances.</p>
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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 HRDA USE

Following documents have been supplied:

Business registration or license	
Articles of incorporation or similar document	
Bank statements and references	
Passport / ID cards of business owners/board of directors	
Supplier Tax Identification Number (TIN)	
Passport/ID Card of Sub Contractor if involved in the provision	

I _____ an employee of HRDA 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.

4. Section E: ANNEX-A

Sapling 10096 at Arghandab District Kandahar				
No	Saplings	QTY	Unit Cost (AFN)	Total
1	Pine Nuts جلغوز	200		
2	Almond بادام	151		
3	Figs انخر	200		
4	Najo ناجو	150		
5	Black pepper تورمرچ	800		
6	Bottle Brush بوتل بورش	500		
7	Sarwa سروا	200		
8	Sabar صبر	800		
9	Nem نيم	1000		
10	Pistachio پسته	1000		
11	Acacia tree كيكو	1100		
12	Russian Eucalyptus گل بيگ	1918		
13	Keno مالتو	150		

14	Orange نارنج	300		
15	Olive زيتون	400		
16	Big Sarwa صر و غت	200		
17	Non-Grafted Mulberry توت	300		
18	Pine ماجو	200		
19	Bamboos بانس	300		
20	Russian Olive سنجه	200		

Kitchen Gardening Arghandab District- Kandahar				
No	Items and Description	Number of Units	Unit Cost	Total
1	Sprayer (Metallic)	200		
2	Bucket (سطل او گيلاس) (Large Size)	200		
3	Gloves (1 Pair)	200		
4	DAP (25 kg)	200		
5	Urea (25 kg)	200		
6	Various types of vegetable seeds (good quality seeds)	200		
Line Total				
Government (Tax) 2%				
Grand Total				

5. Section G: Terms of Reference

A. TERMS OF REFERENCE (TOR)	
6. Supplier Responsibilities	<p>6.1 HRDA technical team will check each delivered items as per the sample up on receipt on the sites and items found not complying the initial accepted sample will be rejected. Supplier is responsible to replace the rejected sample at his own costs to the respective field site (s) within 4 consecutive days from the date item rejected.</p> <p>6.2 Supplier should at no cost deliver used or refurbished supplies to HRDA during the period of the contract. At the time supplier found at fault for such practice in intentional manner, HRDA may take a serious action that may even lead contract termination with the supplier.</p> <p>6.3 HRDA does not commit any financial value under the signed contract with</p>

	<p>the selected contractor unless the actual quantity of supplies and associated services are received at need time.</p> <p>6.4 Order for each locations shall be prepared and be delivered to the HRDA 's each designated sites within two calendar weeks from the date order placed.</p> <p>6.5 All supplies quoted should be brand new with manufacturer warranty period on equipment where applicable</p> <p>6.6 Supplier should not quote supplies manufactured, assembled or shipped through restricted countries.</p> <p>6.7 Supplier submitting bids should ensure they read the full scope of work/supplies outlined in the Request for Proposal (RFP) before submitting final sealed bids to avoid future claims for any item or services not understood well.</p> <p>6.8 Selected supplier will be responsible for transportation of the ordered supplies to each designated site of HRDA when order is placed. Except the fixed agreed price of each items, no additional cost related to transportation will be borne by HRDA.</p> <p>6.9 Supplier should abide with all contract terms and condition outlined in the RFP during the whole period of the contract. Supplier should be able to quality check all ordered supplies with HRDA related field sites technical staff before shipping the whole items.</p> <p>6.10 Supplier will get the payment within 30 calendar days as soon as quantity of supplies ordered are shipped and completely to the designated field sites and submission of final delivery report and invoice is submitted to Supply Chain department</p>
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<p>7. Specification</p>	<p>7.1 It should be noted that, unless otherwise indicated materials and equipment, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable with the prior approval of HRDA technical representative.</p>
<p>8. Sub-contractor</p>	<p>8.1 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 HRDA and the contractor. In the case such situation happens in writing, then contractor shall provide full detail of his/her sub-contractor (s) to HRDA 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 HRDA evaluation criteria</p>
<p>9. Taxes</p>	<p>9.1 Pursuant to the provisions of the Government of Afghanistan Income Tax Law 2009, Article 72, effective March 2009, HRDA is required to remit if valid license 2% if no license or expired license 7% Government Withholding tax and deposited to Ministry of Finance Tax division account complete delivery of all supplies are made.</p>
<p>10. Ethical and social standards</p>	<p>10.1 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 HRDA's beneficiaries; and prohibition of trafficking in persons. For avoidance of doubt, Supplier shall not discriminate against any of HRDA'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.</p> <p>10.2 Environmental aspects: Provision of goods and services with the least negative impact on the environment.</p> <p>10.3 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.</p> <p>10.4 Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people</p>

If you believe that any HRDA 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, Procurement@hrda.af or call Ethics point at (+93) 700-377-336. There will be no retaliation against any person who raises concerns that are based on good faith, and 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 HRDA policies will result in immediate termination of any agreement in place and disqualification from participation in future HRDA activities.

Supplier Name:
Signature and Stamp:
Title:
Print Name:
Date: