**Afghan Family Guidance Association**

**To:** **Offerors**

**From:** **Afghan Family Guidance Association**

**Issuance Date:** **Mar, 24, 2020**

**Closing Date:** **Mar, 30, 2020 | 3:30 PM, Kabul**

**Subject:** **Medical Supply**

**Reference:** **RFQ-04-AFGA-2020**

**Background**:

Afghan Family Guidance Association (AFGA) is an Afghan non-governmental, not-for-profit and non-political organization established in 1968. AFGA has been working in the field of Reproductive health and Rights since its inception and has is an associate member of International Planned Parenthood Federation (IPPF), an alliance of 151 family planning associations with projects in over 180 countries.

AFGA provides information, education and services on reproductive health issues. This RFQ is an invitation to Medical companies to provide their best and final quote for providing of a variety of resources.

**Offer**

AFGA requests Medical companies to study the information about the medical supply service we require and the specification in the attached document. Companies are required to offer their best and final prices in response to this RFQ within deadline set above.

**Cost of Quotation**

The supplier shall bear all costs associated with the preparation and submission of his quotation. AFGA cannot be held liable for any expenses that the supplier incurs in preparation of the quote, regardless of the outcome of this solicitation.

**Exclusion from award of contracts**

Contracts will not be awarded to candidate suppliers who:

1. Are subject to conflict of interest;
2. Have deliberately misrepresented information in their offer;
3. Have attempted to engage in unlawful behaviour to gain this contract e.g. offered cash and other incentives to any individuals at AFGA.
4. Have submitted their bid in incomplete format, or after the deadline.

**Price**

The price quoted by the supplier are final and are not subject to negotiations. All prices quoted must be in **Afghanis AFN**.

**All applicable taxes should be indicated separately in the Quotation Submission Form.**

**Validity**

Quotations shall remain valid and open for acceptance for at least 30 days after the closing date of this RFQ.

**Closing date**

Quotation must be received by the AFGA as specified on page 1 no later than the closing date and time. Any quotations received after that will not be considered.

**Award of Contract and Criteria**

AFGA will award the contract to the supplier:

1. whose quotation is fully responsive to this Request for Quotation (RFQ);
2. who has offered the lowest price,
3. Who can demonstrate capability, resources and experience to carry out the contracted services effectively?

AFGA reserves the right to accept all, part or none of your quotation.

**Payment**

Payment will be made upon within ten working days of receipt of goods/services, as long as following documents are supplied:

1. Proof of delivery;
2. Invoice;
3. Any other documents as specified in the contract.

Payment will be made through direct bank transfer to the suppliers’ named bank account. All payments will be made in Afghanis AFN.

**INSPECTION AND ACCEPTANCE OF THE GOODS**

All Goods shall be subject to inspection by AFGA or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the organization.

**Liquidated damages for delay**

Subject to force majeure, if the supplier fails to deliver any of the goods or to perform any of the services within the time period specified in the contract, AFGA may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the contract an amount of 2.5% of the price of such goods for each week of delay. The ceiling of these penalties is 10% of the total contract price.

**Force Majeure**

Neither Party shall be considered to be in default nor in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure does arising after the date the Contract become effective.

For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, volcanic activity, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that, any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is practicable and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

**Termination For Convenience**

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller, the Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

**VARIATIONS**

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller’s tender or quotation shall be applicable to the quantities procured under the variation.

**Ineligibility**

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

1. He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
3. He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
4. He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;
5. He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
6. Following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

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**شرایط ونکات قابل تذکر**:

1. شرکت های محترم که آفرهای خودرا به دیپارتمنت تدارکات ارسال می نماید،درقسمت قیمت ها،جنس نوشته شده بادرنظرداشت کمپنی آن نهایت متوجه بوده بعد از ارایه آفر هیچ نوع عذرقابل پذیرش نیست.
2. بعدازطی مراحل ارزیابی کوتشن ها واسناد شرکت های اشتراک کننده ،شرکت برنده مکلف به سپلای همین اقلام با مشخصا ت که درلست ذکر شده بوده ، ادویه ومواد کمپنی های دیګربه هیچ عنوان قابل قبول نه میباشد.
3. پیش پرداخت (به عنوان پول پیشکی ) بصورت قطع مرعی الاجرا نه میباشد.
4. کمپنی ویاهم شرکت برنده بعدازتاریخ رسیدوتسلیمی Purchase Order رسمی دفتر،باید درداخل هفت ( 7 ) روز،ادویه ومواد موردضرورت طرف مقابل راتهیه وتسلیم نماید.
5. پرداخت پول مجموعی ازدرک ادویه وموادطبی بعدازتسلیمی صددرصد آن ازطریق Transfer(ارسال پول ازاکونت دفتربه اکونت شرکت مربوطه )صورت خواهد ګرفت.پرداخت پول به طوری نقد قابل اجرانه میباشد.

**اسناد لازم همراه با تسلیمی نرخ ها**

تهیه کننده باید اسناد ذیل را همراه با نرخ خود ضمیمه نماید:

(ا) جواز تجارتی قابل اعتبار

(ب) تصدیق نمبرتشخیصیه قابل اعتبار

(ج) اکونت نمبررسمی شرکت دوایی

**Submission Guideline:**

Quotes must be send no later than **30-Mar-2020 3:30 PM** – kindly send your sealed quotations only in hard copy to Address Below.

**AFGA Main Office Address**

AFGA main Office, South of Habibia High school, Ayub Khan Mina, Chaman Mir Waiz District 7, Kabul, Afghanistan.

In case of any question, please mail us or make a direct call in our official cell Number in official timing

Tel: 0767 660 660 - 0767 880 880 – 0766 688 115 Email: hakramy@afga.org.af

**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: **AFGA**

**South of Habibia High School,**

**Mir Waez Ayub Khan Mina Dis#7**

**Kabul Afghanistan**

Reference: RFQ No. RFQ-04-AFGA-2020

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 AFGA regulations.

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

* 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.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature:

Name and Title of Signatory:

Date:

Company Name:

Company Address:

Company Telephone: \_\_\_\_\_

Website: \_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Registration or Taxpayer ID Number:

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

Official name associated with bank account (for payment):

**Afghan Family Guidance Association (AFGA)**

**Code of Conduct for the Protection of Children and Vulnerable Adults**

This code of conduct sets out AFGA’s expectations of personnel working with children and vulnerable adults.

**Applicable to all AFGA personnel\* working with children and vulnerable adults, who must sign up to and abide by this Code of Conduct.** For the purposes of this code of conduct:

A child is a person under the age of 18;

A vulnerable adult is a person over the age of 18 who may be regarded as susceptible to harm and at increased risk due to their circumstances, the context they are in or as a result of social and other inequalities.

I [*insert name*], agree that while undertaking work or activities for AFGA, I will:

* Treat children and vulnerable adults with respect regardless of age, race, colour, sex, gender, sexual orientation, language, religion or belief, political or other opinion, national, ethnic or social origin, property, disability, birth or other status and will not discriminate against, show differential treatment, or favour particular children or vulnerable adults to the exclusion of others
* Not hit or otherwise physically assault or physically abuse children or vulnerable adults
* Refrain from physical punishment or discipline of children or vulnerable adults
* Not develop physical/sexual relationships with nor engage children in any form of sexual activity or acts, including paying for sexual services or acts, with children where under the law(s) applicable to the child, the child is below the age of consent or the act(s) are an offence under relevant laws, or with vulnerable adults
* Not develop relationships with children or vulnerable adults which could in any way be deemed exploitative or abusive
* Not act in ways that may be abusive or may place a child or vulnerable adult at risk of abuse
* Not use language, make suggestions or offer advice to children or vulnerable adults which is inappropriate, harassing, sexually provocative, offensive, abusive, demeaning or culturally inappropriate
* Not behave towards children or vulnerable adults physically in a manner which is inappropriate or sexually provocative
* Not condone or participate in behaviour which is illegal, unsafe or abusive to children or vulnerable adults
* Within the regulatory framework of a given country refrain from hiring children or vulnerable adults for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
* Not invite unaccompanied children into my home, place of residence or accommodation if away from my home
* Not sleep in the same room as an unsupervised child or vulnerable adult unless absolutely essential, i.e. to ensure their protection, in which case I must obtain permission from my supervisor or other appropriate person in authority at AFGA.
* Not use any computers, mobile telephones, or video and digital cameras inappropriately, and never to exploit or harass children or to access, download, distribute, store or create child pornography though any medium (see also ‘Use of children’s images for work related purposes’)
* Not do things for children or vulnerable adults of a personal nature which they can do for themselves
* Not act in ways intended to shame, humiliate, belittle or degrade children or vulnerable adults, or otherwise perpetrate any form of emotional abuse
* Comply with relevant legislation, including labour laws in relation to child labour.

This is not an exhaustive or exclusive list. The principle is that personnel should avoid actions or behaviour towards or around children and vulnerable adults which may constitute poor practice or potentially abusive behaviour.

In general, it is inappropriate to:

* Spend excessive time alone with children or vulnerable adults away from others
* Take children or vulnerable adults to your home or accommodation, especially where they will be alone with you

It is important for all personnel to:

* Be aware of situations which may present risks and manage these
* Plan and organize work/activities and the workplace so as to minimise risks
* Wherever possible, ensure that another adult is present when working with or within the proximity of children or vulnerable adults
* Ensure that a culture of openness exists to enable any issues or concerns to be raised and discussed
* Ensure that a sense of accountability exists between staff so that poor practice or potentially abusive behaviour does not go unchallenged
* Talk to children and vulnerable adults about their contact with staff or others and encourage them to raise concerns
* Empower children and vulnerable adults - discuss with them their rights, what is acceptable and unacceptable, and what they can do if there is a problem
* Engage with and comply fully with any sanctioned AFGA protection reporting or complaints procedures

Use of children’s images for work related purposes

When photographing or filming a child for work related purposes, I must

* Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images
* Before photographing or filming a child, obtain consent from the child or parent or guardian of the child. As part of this I must explain how the photograph or film will be used
* Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable of submissive way. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
* Ensure images are honest representations of the context and the facts
* Ensure file labels do not reveal identifying information about a child when sending images electronically

I understand that the onus is on me, as the person engaged by AFGA, to use common sense and avoid actions or behaviours that could be construed as abusive when engaged to undertake work or activities for AFGA. I understand that AFGA may take disciplinary action if I breach this code of conduct and that serious breaches may result in action leading to dismissal (if employed) or termination of my relationship with AFGA (if not employed).

I understand I am duty bound to report any concerns relating to actual or possible abuse or exploitation of a child or vulnerable adult or risk of such, and to notify relevant AFGA personnel as described in the reporting procedures of any actual or possible breaches of this code of conduct.

Signed Name

Date