

# (Formal Invitation to Tender)

From: Action Aid Afghanistan

FTBI Number: AAA-LOT-2020-May

Subject: Request for Bids - Brand New Laptop Computers

### **Background:**

Action Aid Afghanistan is non-governmental, non-profit and non-partisan organization working in Afghanistan since May 2002 with a thirty year history in the fields of development cooperation, humanitarian and emergency aid, rehabilitation and reconstruction. In over 40 countries across Asia, Africa and Latin America part of a strong network of South Asia program and currently involved in community development activities in 5 provinces both in North and South of Afghanistan.

It is registered with the Ministry of Economy under the registration number of 89. Currently ActionAid Afghanistan is working in Bamiyan, Balkh, Jawzjan, Jalalabad, Samangan, Farah, Ghor and Herat Provinces.

## Scope of Work/Goods Required:

Action Aid Afghanistan (AAA) is looking for eligible suppliers who can provide 14 brand new laptops, comprising of 8 **Dell Latitude** and 6 **Lenevo ThinkPad T series** with below specification:

Item and Specification	QTY	Model and Specification (Specify the model and give its required specifications below)	Unit Price In AFN	Total Price In AFN
Dell Latitude CPU: Intel Core i5, 8th Generations Hard Drive: SSD 256GB RAM: 8GB DDR4 Operating System: Windows 10 pro Screen Size: 14 Inch Brand New	8	Model: CPU: Generation: Hard Drive: RAM: Operating System: Screen Size: Warranty:		
Lenovo ThinkPad T series CPU: Intel Core i5, 8th Generations Hard Drive: SSD 256GB RAM:8GB DDR4 Operating System: Windows 10 pro Screen Size: 14 Inch Brand New	6	Model: CPU: Generation: Hard Drive: RAM: Operating System: Screen Size: Warranty:		
Total Units	14	Total Price Inclusive of Tax		

## Criteria for Supplier Selection and Requirement of Post Selection:

- The requested items should be provided within 5 working days after the firm offer to the supplier.
- Suppliers should have valid or update license from AISA and Ministry of Commerce.
- Suppliers must provide most competitive price in (Afghani), otherwise any bid other than in Afghani will be disqualified
- Tax amount should be added in the total price, 2% tax will be deducted from total price at source (subject to the availability of valid business license)
- Ability to be paid through bank transfer (under company name)



- Quotation validity must be for minimum one month
- Supplier ability to provide warranties and guarantees of the items.
- Bids must be signed, stamped, and dated.
- ActionAid reserves the right to inspect the items prior to delivery.
- All offered items must be according to our specification.

## **Eligibility of Applicants:**

Applicant cannot apply if they

- Are not registered companies of Afghan Government.
- Are bankrupt or in the process of going bankrupt.
- Have been convicted for an offence concerning professional conduct.
- have been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify)
- Are guilty of serious misinterpretation in supplying information.
- Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission.
- Were declared at serious fault of implementation owing to a breach of their contractual obligations.

### **Late Tenders:**

Tenders received after the Closing Date will not be considered, unless there are in Action Aid Afghanistan's sole discretion exceptional circumstances which have caused the delay.

### **Prices:**

- Tendered prices must be shown as inclusive of any Value added Tax chargeable or any similar tax (if applicable)
- All prices in your quotation must be indicated in Afghani (AFN) only. Quotations stated in other currencies will be excluded.
- All quotations must abide by the Government of Afghanistan Tax regulations. Offered prices have to be inclusive of all relevant taxes and duties and other clearance costs.
- Prices for the above items should be valid for 30 days. Please clearly indicate price validity in your offer. In case validity is not specified, prices are considered valid for 30 days!

### **Conflict of Interest / Non-Collusion:**

Any bidder required to confirm in writing....

- That is not aware of any connection between it or any of its directors or senior managers and the directors and staff of Action Aid Afghanistan which may affect the outcome of the selection process. If there are such connections the bidder is required to disclose them.
- Whether or not there are any existing contacts between Action Aid Afghanistan, and any other Action Aid Afghanistan entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) month
- That it has not communicated to anyone other than Action Aid Afghanistan the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other
  financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the
  tender process.

#### **Documents:**

Following documents must be submitted together with the bid:

Copy of business license

Following documents will be requested from the Seller after firm order:



- · Suppliers bank account details
- Goods Received Note
- Original Commercial Invoice

## **Payment Conditions:**

Payment will be done via bank transfer. Payment will be done within 10 working after the delivery of the items.

### Penalties:

Exact delivery schedule will be negotiated and fixed in contract. In the event of delay in delivery caused other than by force majeure the Buyer is entitled to impose a contractual penalty amounting up to a maximum of 2/1000 of the agreed purchase price for every working day (including packing and freight costs). The contractual penalty may be invoked by the Buyer up to the time at which the purchase price is paid, even if this right was not reserved upon acceptance of the goods. Other claims for damages shall not be prejudiced hereby. However, the contractual penalty shall be deducted from such claims for damages. In case the quality is not in line with specifications initially agreed by both sides, the Seller has to inform the Buyer as soon as possible. Goods not meeting agreed quality can be rejected by the Buyer, but if the Buyer accept these goods a deduction from the contract sum and a penalty will be negotiated.

In case of exceeding the delivery time more than 7 days, the Buyer has the right to cancel the contract without any obligation of compensation towards the supplier.

### Force Majeure:

Force majeure is defined as natural disaster, earthquake, landslide, flood, war, armed conflict, and pandemic. In the event of force majeure, the supplier shall inform the Buyer within 24 hours. Action Aid Afghanistan and the supplier shall amicably decide further action after force majeure. Force majeure shall have an official declaration by the government.

# **Termination of Contract:**

The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least (5) days written notice.

The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:

A. becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

B. is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 10 days of written request from the Customer.

In the events of terminations, all existing purchase order must be completed.

## **Supplier's Warranties:**

The Supplier warrants to the Customer that:

- A) It has all necessary internal authorizations and all authorizations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's right
- b) It will not and will procure the none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and



C) The Services will be performed by appropriately qualified and trained personals, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

## **Submission of Bids:**

The bids must be submitted in hard copy to ActionAid Afghanistan Kabul office before 4:00 PM, May 26, 2020

Address: Taimani, Street # 11, House No. 1005, Kabul Afghanistan

The bid should be in sealed envelope and must contain bid (quotation) and copy of company licence.

In case of any other queries / questions contact Mr. Nisar Ahmad, Mobile: +93 (0)781532281.