



**Local Open Tender**  
**(Formal Invitation to Tender)**

From: Action Aid Afghanistan

FTBI Number: AAA-LOT-2020-July

Subject: **Request for Bids – Seeds (Alfa Alfa, and Qarghana Seeds**

**Background:**

Action Aid Afghanistan is non-governmental, non-profit and non-partisan organization working in Afghanistan since May 2002 with a over 40 years history in the fields of development and humanitarian intervention. ActionAid currently works in over 40 countries across Asia, Africa, and Latin America part of a strong network of South Asia program.

In Afghanistan, ActionAid is registered with the Ministry of Economy under the registration number of 89. Currently ActionAid Afghanistan is Operational 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 Seeds (Alfa Alfa, and Qarghana Seed) with below specification:

S/N	Item name اسم جنس	Description and Details تشریحات و جزیات	Quant ity	Price	Total Amount in AFN
1	<b>Alfa Alfa Seed</b> (تخم ریشقه للمی)	For Planting in watershed areas of Bamiyan Center & Yakawlang. The seed should have origin from the central high lands for better adaptation preferably from Ghor (Lal wa Sarjangel district). with the similar of elevation and climate as Bamiyan center and Yakawlang.  The seed is locally called ( تخم ریشقه للمی ). The seeds should be pure, clean and fresh. Seeds that are mixed or with any foreign particular will not be accepted. Supplier should reference the source of seed very clearly in their Quotation	1050 Kg		
2	<b>Qarghana Seed</b> (تخم قرغنه کوهی)	For planting in 3 watershed areas in Bamiyan center & Yakawlang. As above the seeds should be	420 Kg		



		<p>procured from central highlands and preferable from Ghor (Lal wa Sarjangel district) or Daikundi province (Sang Takht wa Bandar district) with the similar of elevation and climate as Bamiyan center and Yakawlang.</p> <p>Seeds that are mixed or with any foreign particular will not be accepted. Supplier should reference the source of seed very clearly in their Quotation</p>			

#### **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
- Suppliers must note that ActionAid will withhold tax before payment as per Government of Afghanistan Law
- 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.
- ActionAid reserves the right to inspect the items prior to delivery.
- All offered items must be according to our specification.
- Bids must be in Company letterhead, signed, stamped and dated.

#### **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 mis conduct.
- 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 anyone in ActionAid).
- 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 on the ground of exceptional circumstances which have caused the delay.

**Prices:**

- All prices in your quotation must be indicated in Afghani (AFN) only. Quotations stated in other currencies may be set aside by the Procurement Committee.
- All quotations must abide by the Government of Afghanistan Tax regulations. Offered prices must 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 they are 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.
- 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 in 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:**

The Supplier should enclose a copy of the business license along with the tender.

Following documents will be requested from the supplier 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 must 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 10 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) neither it nor any 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:**

ActionAid reserves the right to choose either one or multiple suppliers to ensure value for money.

The Scanned / soft copy of the tender should be sent to email ID [Procurement.Kabul@actionaid.org](mailto:Procurement.Kabul@actionaid.org)

All interested vendors may like to send their quotations to the above email id by 2.00 PM Afghan time on or before **15<sup>th</sup> July 2020**.