

Human Resource Development Agency

(HRDA)

World Food Program

INVITATION TO BID

Logistical Supplies for Asset Creation Project in Kalakan District of Kabul Province.

ITB No.: HRDA/2020-ITB/005 Project: WFP-ASSET-CREATION Issued on: 19 July 2020 Deadline for Submission 8 August 2020 Opening of ITB: 10-Aug 2020 Awards of Contract & contract Start: 12 August 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 (Specific information on work requirements and locations can be found Annex-A Index)
- 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 sec S. 7 Taxan 11

Section 2. Instruction to Bidders

GENERAL PROVISION	N	
Introduction	1.1	It is the intent of this ITB (HRDA/2020-ITB/003) to secure competitive proposals to select a Potential, Reliable and Committed Supplier for WFP ASSET CREATOIN Project Supplies identified in the price index at Kabul province program as one of contract.
	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 ASSET CREATION logistical Supplies as indicated in ANNEX A to submit their sealed proposals as per the outlined criteria set for this ITB.
	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.
Fraud, Corruption, Gifts and Hospitality	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.
	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.
	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.
	1.7	In enactment of this policy, HRDA:
		(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.(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.
	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/1ncb5i4ca36ioe4/HRDA- Procurment_Policy.pdf/file
Conflict of Interests	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.
	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.	
	1.11 Similarly, the Bidders must disclose in their Bid their knowledge of the following:	
	 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. Bidder herby 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. 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. Supplier hereby confirms that the organization is not conducting business under other names or alias's that have not been declared to HRDA. Supplier herby confirms it does not engage in theft, corrupt practices, collusion, nepotism, bribery, or trade in illicit substances. 	
PREPARATION OF BIDS		
General Considerations	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.	
	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.	
Cost of Preparation of Bid	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	
Language	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 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 .	

Documents Comprising the Bid	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.
		 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) Past Relevant Experience g) Other important document bidder feel need to be attached to support their bid.
Documents establishing the eligibility and Qualifications of the Bidder	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.
Price Schedule	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.
	1.19	The bidder is intended to indicate the fixed Itemized Pricing. It is on HRDA will to order items on proposed time at a fixed price contracted with bidder.
Bid Security	1.20	For the Purpose of This Tender, Bid Security or Bond is not applicable.
Currencies	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)
Bid Validity Period	1.22	Bids shall remain valid for 24 working days after the date of bid opening prescribed by the Purchaser, a bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
	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.

SUBMISSION AND OP	ENING OF BIDS		
Submission	 1.24 Bidder shall submit sealed bid clearly marked (ITB2020HRDA-003) WFP ASSET CREATION Logistical Supplies : (HRDA Sub Office ,House No 340 Street 13, Behind Cheragh Hospital Opposite Imam Baqir Mosque, Qala-e- Fathullah, Kabul City, HRDA Main Office, Kandahar, Shahr-e-Naw, Noorzad Watt, House 14, Street #7, District, Afghanistan 		
	1.25 No later than 08/ Aug / 2020 /12/PM: All bids are provided for the purpose. Bids submitted after the accepted.	-	
	1.26 Bidders must sign the bid register form at the indicating their company name, telephone number submission. Intend to bid form shall also be filled s with the Sealed bids.	, email address, date of	
Deadline for Submission of Bids	1.27 Complete Bids must be received by HRDA in the m the date and time, specified in the BDS. HRDA s actual date and time that the bid was received by HI	hall only recognise the	
Bid Opening	 1.28 HRDA will open the Bid in the presence of Procurement committee formed by HRDA. 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. 		
EVALUATION OF BID	S		
Preliminary Examination	1.30 The Purchaser will examine the bids to determ complete, whether any computational errors hav required sureties have been furnished, whether the properly signed and whether bids are generally in or	e been made, whether e documents have been	
Evaluation and Comparison of Bids	1.31 Bids determined to be substantially responsive as p be considered for the evaluation process with the be		
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	5%	

Past Experience	1 Attach agains of Dunchass Onder (DO) on Contracts		
Fast Experience	1. Attach copies of Purchase Order (PO) or Contracts for similar or other potential supplies delivered to other		
	for similar or other potential supplies delivered to other		
	clients	5%	
	2. Up to three copies of most recent purchase orders		
	completed for other clients)	2004	
Eligibility to offer bid	1- Supplier owns his/her own shop or company registered	30%	
	with authorized local government authorities		
	2. Bid should have 30 days validity from the date		
	submitted		
	(1), Warrants submitting HRDA with high quality		
	samples if shortlisted		
Sample/Specification	2. Warrants delivering HRDA all ordered supplies	30%	
Quality	according to the selected samples with high quality		
Financial proposal	Offer as per Price list is competitive	30%	
Tinanciai proposai			
	Total	100%	
AWARD OF CONTRA	CT		
Right to Accept, Reject, Any or All Bids	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 affected Bidder(s) of the grounds for HRDA's action.		
Award Criteria	 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. 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. 		
Contract Signature	 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. 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. 		
Payment Provisions	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 inspectior of good issued by HRDA authority. Payment will be effected by bank transfer and Cheque payment in the currency of the contract.		
Disclaimer	1.38 The bidder reserves the right to alert the dates of t bind its self to accept the lower or any proposal.	imetable, and does not	

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.

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: Email Address:	Phone Number:	
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>Cheque</u> Yes No <u>Wire Transfer</u> Yes No
Specify Standard Payment Terms (Net 30)	

SUPPLIER SELF-CER	FIFIC	CATION OF ELIGIBILITY
Company certifies	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. 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. 3.3 They have not been convicted of an offense concerning their professional
 conduct. 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.
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
 3.6 They have not been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity. 3.7 They maintain high ethical and social operating standards, including: 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.
 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.
 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. 3.9 Supplier hereby confirms that the organization is not conducting business

3.10 Supplier herby confirms it does not engage in theft, corrupt practice collusion, nepotism, bribery, or trade in illicit substances.
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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

The necessary instruction to be followed-for any of the app **BoQ No :1**

	<u>D00110.1</u>	BoQ for 50 Meter Protection W Khawja Khedar Village, Kalakan Distri		and a second sec		
No	Items	Description	Unit	Quantity	Unit Price	Total Price
1	Thread	Good Quality	pair	10.00		
2	Rubber Gloves	Good Quality	pair	3.00		
3	Crashed Gravel	For Bed of Protection Wall & PCC size 12- 12.5mm	M ³	16.00		
4	Sand	Dust-Free	M ³	5.04		
5	Cement	Un-Opened Bag , Stored Correctly , should be less than six month old	Kg	34,125.00		
6	Water	Dust-Free	Liter	30,517.50		
7	Stone	Fresh Quality including transportation	M ³	269.50		
8	Sandy gravel	Fresh Quality Size 12-12.5 mm	M ³	92.61		
		Sub Total for BoQ-1				

BoQ No:2

Sofy	an Village - Kalaka		BoQ ul,BoQ for 45.5 K alakan and Qaral Khawja Kheda	Km Canal Cl bagh District	0,	for 10 Km Canal Cleaning
No	Items	Description	Unit	Quantity	Unit Price	Total Price
1	Thread	Good Quality	Pair	132.50		
2	2 Rubber Gloves Good Quality Pair 481.00					
	Sub Tota	al for BoQ-2				

BoQ No:3

		Purchase of Non-Fru Kalakan			Village	
No	Items	Description	Unit	Quantity	Unit Price	Total Price
1	Chinar Spidar		PC	1,000.00		
2	Najo		PC	1,000.00		
3	Rema Chinar		PC	800.00		
4	Non-Grafted Mulberry	Should Be Plastic Covered Should be Max Two Year	PC	500.00		
5	صبر Sabar		PC	800.00		
6	American Chinar Spidar		PC	1,000.00		
7	Beed	and Min 5 Months old,	PC	1,000.00		
8	Manjoon Beed	Should be Suitable and tolerate Kabul Climate	PC	1,100.00		
9	Panja Chinar		PC	500.00		
10	Alobalo (Cherry)		PC	1,000.00		
11	Akasi	-	PC	500.00		
12	Figs		PC	500.00		
13	Russian Olive سنجته		PC	300.00		
	Sub Tota	l for BoQ-3				

<u>BoQ No 4:</u>

		Deep Well Installation and A Kalakan District - Kabul P				
No	Items	Description	Unit	Quantity	Unit Price	Total Price
1	Solar Panel	As the water level in the assessed areas is between 30-40 meters, therefore powerful submersibles with the specification of 4HP, 3KW, 8-10Amp, 18 Router, water delivery power 70-120 meter and 200 liter/min, Italy made are required to flow the water from such deep well to the reservior. Considering the submersible potential, water level, each solar panel should be 250 Watt and 20 panels required for each deep well to run the submersible. So, total number of the required panels for 2 deep well will be 40 panels. Each panel's Ampere is about 8.5-9.5 and the voltage is 37.	Panel	40.00		
2	Solar Power Inverter Switch	A solar power inverter switch is required for each deep well to convert the direct current to alternative current for runining of submersible, taking into account the specification of the solary pannels, depth of well and specification of submersible the inverter swith should have the technical specification as - 4-5.5 KW, 0-800 Volt Range, 15 Amp, heavy duty, fan cooling system.	Piece	2.00		
3	Frame For Solar Panels	A metal frame is required to keep the solar panels in required angle towards direct sun light as well as protect the panels from damage as the panles include glass and other materials which need care, the frame is also important due to security reasons becuase all panels are kept in one frame and the frame consist locks which help in protecting the panels from theft and lost. The wind, storm, rain and land moisture also affects the panels but keeping them in frame protect them from such damage. Considering the hight and width of each panel, the frame should be 30 meter square for keeping 20 panels. The frame also require paint to protect the fram from crust as the frame is made of iron.	Frame	2.00		
4	Visibility for the water points (Boards)	It will be fixed over the wall of reservior, this board will indicate brief summary about the project, donor and implementer.	Board	2.00		

No	Items	Description	Unit	Quantity	Unit Price	Total Price
5	PVC Pipe	This is poly venyl choloride (PVC) pipe which is plastic, it is installed in the well after drilling, considering the depth of the well and power of submersible, the submersible should be 2 inch thus, the PVC should be 37.5mm the difference between the diameter of submersible and PVC is due to the generating pressure, in such condition the submersible easily push the water into 37.5mm pipe and also helps in protecting the submersible from damage. The PVC pipe is made in Afghanistan. 80 meter PVC pipe for each deep well * 2 deep well	Meter	160.00		
6	Electric Wire	This wire is to connect the submersible and solar pannels for the flow of electric current. The specification for the cable is - 3X2.5mm, Copper wire. 110 meter for each deep well * 2 deep wells	Meter	220.00		
7	Deep well accessories Instalition	The installiation of such system require specific technical person, tools and instruments.	Inst	2.00		
8	Steel Cable 10mm	This cable is used for hanging of submersible, the specification for this is that it should be steel and 8mm. 80 meter for each deep well * 2 deep wells	Meter	160.00		
9	Submersibles	Taking into account the depth of the well, the submersible should have the specifications asPiecebles4HP, 3KW, 8-10Amp, 18 Router, water delivery power 70-120 meter and 200 liter/min, Italy made.Piece		2.00		
10Deepwell drilling (Routery)Considering number of families in each area served by deep well, the deep well diameter should not be less than 12 inch to provide sufficient water for target beneficiaries. 80 meter digging of each deep well * 2 deep wells *Meter160.00		160.00				
11	Casing	This is specific PVC pipe which is installed immediately after drilling of the well, it is a kind of protection to keep the drilled well in well condition and well operating 80 meter casing pipe for each deep well * 2 deep wells	Meter	160.00		
12	Plastic Pipe	3 Inch plastic pipe is required for submersible, 100 Meter is required * 2 wells *	Meter	200.00		
		Sub Total for BoQ-4				

BoQ No:5

	<u>2021/010</u> KI	BoQ of Intake Dive nawja Khedar Village, Kalaka		rict - Kabul		
No	Items	Description	Unit	Quantity	Unit Price	Total Price
1	Sandy gravel	Fresh Quality Size 12-12.5 mm	M ³	54.29		
2	Cement - best quality-fresh- portland	Un-Opended Bag , Stored Correctly , should be less than six month old	Kg	21,813.60		
3	Water (245 lit/m3 concrete)	Dust-Free	Liter	18,362.90		
4	Stone including transportation		M ³	113.74		
5	Sand	Dust-Free	M ³	1.36		
		Sub Total for BoQ-5				

Gross Total for All BoQ	
Government Tax (2%) for All BoQ	
Net Total for All BoQ	

5. Section G: Terms of Reference

A.	TERMS OF REFER	ENCI	E (TOR)
6.	Supplier Responsibilities	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.
		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.
		6.3	HRDA does not commit any financial value under the signed contract with the selected contractor unless the actual quantity of supplies and associated services are received at need time.
		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.
		6.5	All supplies quoted should be brand new with manufacturer warranty period on equipment where applicable
		6.6	Supplier should not quote supplies manufactured, assembled or shipped through restricted countries.
		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.
		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.
		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.
		6.10	

7. Specification	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
8. Sub-contractor	 the prior approval of HRDA technical representative. 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
9. Taxes	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.
10. Ethical and social standards	 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. 10.2 Environmental aspects: Provision of goods and services with the least negative impact on the environment. 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. 10.4 Transport and cargo: Not engaged in the illegal manufacture, supply, or transportation of weapons; not engaged in smuggling of drugs or people

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, <u>Procurement@hrda.af</u> 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: