



AGA KHAN CULTURAL SERVICES - AFGHANISTAN

**REQUEST FOR QUOTATION (RFQ)**  
**PURCHASE AND SUPPLY OF LICENSED SOFTWARE**

ORGANIZATION INFORMATION		Issued Date:	28/September/2020		
Department:	Information Technology	Closing Date:	13/October/2020		
Contact Name:	Mujtaba Aziz				
Telephone #:	+93728 92 55 84 & +93790 55 92 22	RFQ No:	AKCSA-IT-003-20		
E-mail Address:	<a href="mailto:mujtaba.aziz@akdn.org">mujtaba.aziz@akdn.org</a>	<b>Delivery Address:</b> You are kindly requested to submit your sealed quotation to Aga Khan Cultural Services on the below-mentioned address:			
S.#	Description: مشخصات	QTY	Unit	Unit Price USD	Total Price USD
1	Windows 10 Professional 64-bit OLP NL Charity (Volume License)	33	PCS		
2	Adobe Acrobat Professional 2020.X/IE	04	PCS		
3	Adobe Creative Cloud (for Windows) 12 Months Subscription	02	PCS		
4	Rhinoceros 6.X/ML commercial single user	02	PCS		
5	SAP 2000 Ultimate 22.X/EN Standalone	01	PCS		
6					
7					
8					
<b>Total Amount with Tax</b>					
<b>Contract Withholding Tax %</b>					
<b>Net Amount</b>					

Mail: Qala Moeen Afzal Khan, Gozargah Street, District 3, Kabul, Afghanistan

The following Section must be completed by the Supplier and included in the Supplier's proposal in response to this RFQ

<b>Supplier Information:</b>			
<b>Company Name:</b>		<b>Expected Delivery Time</b>	<b>Supplier's Quotation #</b>
<b>Supplier's Add:</b> Email Add: Phone:		<b>Company Authorized Representative</b>	
All Suppliers responding to this RFQ must complete the section below.			<b>Name &amp; Signature</b>

### **RFQ Terms and Conditions**

1. The supplier may attach a quotation to this form as supporting documents to this RFQ. If a quotation is provided, the Supplier Information Section of this form must be completed and attached as the first page of the Supplier's proposal.
2. The quantity specified above is provided as a best estimate only. AKCSA reserves the right to order the quantity that it requires.
3. Prices are in US currency (USD) quoted DAP (Delivered at Place) AKCSA Destination including all charges related to freight, in-transit insurance, and unloading the goods at AKCSA Destination. Title and risks remain with the Supplier until delivery to AKCSA Destination.
4. In the event of a discrepancy/error in the total prices indicated above the unit price will prevail.
5. Contract withholding taxes are applicable and should be included in the quoted prices.
6. The terms of payment shall be Net 15-30 days from the receipt of the Supplier's original invoice by AKCSA.
7. The supplier's proposal shall be valid for Thirty (30) working days from the date of the Supplier's submission.
8. Price may or may not be the determining factor in the Supplier selection process. The award may be made to the Supplier whose proposal is determined to be of the highest value in terms of quality, price, and services.
9. AKCSA reserves the right to request the Supplier(s) to demonstrate that an adequate quantity of requested material exists in the supplier's stock for delivery.
10. AKCSA reserves the right to request any additional information that it deems necessary to decide on any proposal.
11. AKCSA reserves the right to reject any or all proposals after evaluation.
12. Rejection of all proposals will mean that AKCSA, in its own best interest at this time, has determined not to pursue the acquisition.
13. Any resulting purchase shall be subject to AKCSA Terms and Conditions of Purchase.
14. In case of failure of delivery penalty charges may apply.
15. The quotation must be signed and sealed by the supplier.
16. AKCSA reserve the right to terminate the contract in case of failure to QC check.
17. Any discrepancy in services found will be upon supplier responsibility.
18. AKCSA only deduct 2% GOA tax from valid business licenses & 7% from expired /No license, other forms of taxation are not acceptable.
19. Only shortlisted bidders may be contacted by AKCSA after the closing date of RFQ.

*Mail: Qala Moeen Afzal Khan, Gozargah Street, District 3, Kabul, Afghanistan*

20. Goods Inspection: AKCSA will reserve the right for visiting the bidders' product. AKCSA will contact the bidders to arrange a visit.
21. All bidders should submit their sealed bids /Proposal before the closing date to the below Address: Qala E Moen Afzal Khan –Gozargah Street- District 3- Kabul
22. The winning bidder will agree that AKCSA will conduct quality testing of the product listed in the Description above, after delivery to the place. If the quality fails, the failed product will be rejected, and the bidder will replace the failed product at no cost to AKCSA.

## **2. REJECTION OF BIDS**

AKCSA reserves the right to reject any or all bids through outlined criteria:

- 2.1. If the bid is received after the deadline stipulated in the RFQ.
- 2.2. If the bid is not properly sealed.
- 2.3. If a bid is submitted through E-mail.
- 2.4. If the bidder fails to sign and seal ANNEX 2, the Declaration of Undertaking
- 2.5. If one company (Trademark) submits an alternative bid.

## **PROPOSAL REQUIREMENTS/ REQUIRED DOCUMENTS FOR SUBMISSION**

### **3.1. Technical Submission:**

- All pages of RFQ/RFP Signed and Stamped.
- Signed and Sealed ANNEX 1, Acknowledgment Letter, and ANNEX 2 Declaration of Undertaking
- Copy of Valid Afghanistan-issued Business License.
- Submission of the Technical Specifications: provide product data such as Manufacturer's Certificate and details.
- Evidence of past performance (at least 3 current or previous contract).
- Copies of the Latest Bank Statement from the last three (3) months.

### **3.2. Financial Submission:**

- Reasonable Price



AGA KHAN CULTURAL SERVICES - AFGHANISTAN

**4. BID EVALUATION CRITERIA**

<b>No.</b>	<b>REQUIRED DOCUMENTS</b>	<b>MARKS</b>
4.1.	All pages of RFQ/RFP Signed and Stamped.	1
4.2.	Signed and Sealed <b>ANNEX 1, Acknowledgment Letter.</b>	2
4.3.	Copy of Valid Afghanistan-issued Business License.	2
4.4.	Submission of the Technical Specifications: provide product data such as <u>Manufacturer's Certificate</u> and details.	30
4.5.	Evidence of past performance (at least 3 current or previous contract).	20
4.6.	Copies of the Latest <b>Bank Statement</b> from the last <b>three (3)</b> months.	15
4.7.	Reasonable Price.	30
4.8.	<b>Total Marks</b>	<b>100</b>

**ANNEX 1**

**ACKNOWLEDGMENT LETTER**

**RFQ AKCSA-IT-003-20: (PURCHASE AND SUPPLY OF LICENSED SOFTWARE)**

**Date of issue: 28-September-2020**

*The ACKNOWLEDGMENT LETTER must be completed, signed, and returned to AKCSA.*

We, the undersigned, acknowledge receipt of your Invitation to Bid. We, having read the Instructions of this RFQ (**RFQ AKCSA-IT-003-20**) set out in the attached document, hereby offers to execute the services specified set out in the RFQ document.

Name & Title of Authorized: -----

Representative: -----

Signature: -----

Company Name and Address: -----

Telephone No: -----

E-mail: -----

**Company Seal/Stamp:** -----

## ANNEX 2

### DECLARATION OF UNDERTAKING

RFQ AKCSA-IT-003-20: (PURCHASE AND SUPPLY OF LICENSED SOFTWARE)

Date of issue: 28-September-2020

The DECLARATION OF UNDERTAKING must be completed, signed, and returned to AKCSA.

1. We recognize and accept that AKCSA only finances projects of AKCSA subject to its conditions which are set out in the Funding Agreement it has entered into with AKCSA. As a matter of consequence, AKCSA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization, or is in any analogous situation;
  - 2.2) convicted by a final judgment or a final administrative decision or subject to financial sanctions by the United Nations, the European Union, or Germany for involvement in a criminal organization, money laundering, terrorist-related offenses, child labor, or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contractor for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
  - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes in Afghanistan;
  - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the

*Mail: Qala Moeen Afzal Khan, Gozargah Street, District 3, Kabul, Afghanistan*

Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
  - 3.1) being an affiliate controlled by AKCSA or a shareholder controlling AKCSA, unless the stemming conflict of interest has been brought to the attention of AKCSA and resolved to its satisfaction;
  - 3.2) having a business or family relationship with an AKCSA's staff involved in the Tender Process or the supervision of the resulting Contract unless the stemming conflict of interest has been brought to the attention of AKCSA and resolved to its satisfaction;
  - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to the information contained in the respective Applications or Offers, influencing them or influencing decisions of AKCSA;
  - 3.4) being engaged in a Consulting Services activity, which, by its nature, may conflict with the assignments that we would carry out for AKCSA;
  - 3.5) in the case of procurement of Works, Plant, or Goods:
    - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations, and other documentation to be used in the Tender Process of this Contract;
    - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of AKCSA, which will inform AKCSA, any change in the situation about points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
  - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
  - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union, or Germany; and
  - 6.3) we commit ourselves to comply with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labor standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the

*Mail: Qala Moeen Afzal Khan, Gozargah Street, District 3, Kabul, Afghanistan*

fundamental conventions of the International Labor Organization (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit AKCSA or an agent appointed by either of them and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records, and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
  
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve the above-mentioned records and documents following applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures following applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by AKCSA.

Name & Title of Authorized: -----

Representative: -----

Signature: -----

Company Name and Address: -----

Telephone No: -----

E-mail: -----

Company Seal/Stamp: -----