



AGA KHAN CULTURAL SERVICES - AFGHANISTAN

**REQUEST FOR QUOTATION (RFQ)**

**Purchase & Supply of Ordinary Portland Bestway Cement**

REQUESTER INFORMATION		Issued Date:	26-Oct-2020		
Department:	Procurement	Closing Date:	09-November-2020		
Contact Name:	Zakiullah Safay		01:00 PM Kabul Time		
Telephone #:	+93 729 800 408	RFQ No:	AKCS-A-KARIT-36		
E-mail:	<a href="mailto:Zakiullah.safay@akdn.org">Zakiullah.safay@akdn.org</a>				
<b>Delivery Address:</b> You are kindly requested to submit your sealed quotation to Aga Khan Trust for Culture on below mentioned address: Qale E Moen Afzal Khan –Gozargah Street- District 3- Kabul Afghanistan					
S/ No	Description: مشخصات	QTY	Unit	Unit Price AFA	Total Price AFA
1	Ordinary Portland Cement (Type-1) -Bestway Weight 50kg- Latest Manufacturing Date,	3442	Bag		
<b>Total Amount with Tax</b>					
<b>Tax Amount 2% / 7%</b>					
<b>Net Amount</b>					

The following section must be completed by the supplier and included in the supplier's proposal in response to this RFQ.

Supplier Information:			
Company Name:		Expected Delivery Time	Supplier's Quotation #
Supplier's Contact Detail	Email Add: Phone: Address:	Company Authorized Representative	
All Suppliers responding to this RFQ must complete the section below.			Signature AND Company Seal

## 1. RFQ TERMS AND CONDITIONS

- 1.1. Supplier may attach a quotation to this form as supporting documents to this RFQ. If quotation is provided, the Supplier Information Section of this form must be completed and attached as the first page of Supplier's proposal.
- 1.2. The quantity specified above is provided as a best estimate only. AKCS-A reserves the right to order the quantity that it requires.
- 1.3. Prices are in Local currency (AFA) quoted DAP (Delivered at Place) AKCS-A Destination including all charges related to freight, in-transit insurance and unloading the goods at AKCS-A Destination. Title and risks remain with the Supplier until delivery to AKCS-A Destination.
- 1.4. In the event of a discrepancy/error in the total prices indicated above the unit price will prevail.
- 1.5. Contract withholding taxes are applicable and should be included in the quoted prices.
- 1.6. Terms of payment shall be Net 15-30 days from the receipt of Supplier's original invoice by AKCS-A.
- 1.7. Supplier's proposal shall be valid for Thirty (30) working days from the date of Supplier's submission.
- 1.8. Price may or may not be the determining factor in Supplier selection process. The award may be made to the Supplier whose proposal is determined to be of highest value in terms of quality, price and services.
- 1.9. AKCS-A reserves the right to request the Supplier(s) to demonstrate that adequate quantity of requested material exist in the supplier's stock for delivery.
- 1.10. AKCS-A reserves the right to request any additional information that it deems necessary in order to make a decision on any proposal.
- 1.11. AKCS-A reserves the right to reject any or all proposals after evaluation.
- 1.12. Rejection of all proposals will mean that AKCS-A, in its own best interest at this time, has determined not to pursue the acquisition.
- 1.13. Any resulting purchase shall be subject to AKCS-A Terms and Conditions of Purchase.
- 1.14. In case of failure of delivery penalty charges may apply.
- 1.15. Quotation must be signed and sealed by the supplier.
- 1.16. AKCS-A reserve the right to terminate the contract in case of failure to QC check.
- 1.17. Any discrepancy in services found will be upon supplier responsibility.
- 1.18. AKCS-A only deduct 2% GOA tax from valid business licenses & 7% from expired /No license, other forms of taxation is not acceptable.
- 1.19. Only shortlisted bidders may be contacted by AKCS-A after closing date of RFQ.
- 1.20. Goods Inspection: AKCS-A will reserve the right for visiting the bidders' product. AKCS-A will contact the bidders to arrange a site visit.
- 1.21. AKCS-A will do at least one cement quality test in a qualified material resting laboratory to meet ASTM C150 requirement for Ordinary Portland Cement when tested according to ASTM C109 (7days testing). AKCS-A bears the cost of testing if the result passed, otherwise the cement products will be rejected, and the supplied cement will be returned at the supplier cost including laboratory testing cost.
- 1.22. The supplier will ensure to deliver newly manufactured cement, thus prefer to deliver cement batches imported straight from factory to AKCS-A construction site.
- 1.23. The material shall be delivered in limited batches as per AKCS-A needs.
- 1.24. All bidders should submit their sealed bids /Proposal before the closing date to below Address: Qale E Moen Afzal Khan –Gozargah Street- District 3- Kabul

## 2. REJECTION OF BIDS

AKCS-A reserves the right to reject any or all bids through outlined criteria:

- 2.1. If the bid received after the deadline stipulated in the RFQ.
- 2.2. If the bid is not properly sealed.
- 2.3. If 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 (Trade Mark) submits an alternative bid.

## 3. 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**.
- Copy of Valid Afghanistan-issued Business License.
- Meets the Technical Specifications of the RFQ. The bidder **must** provide proof that the material is manufactured recently.
- Evidence of past performance (at least 1 current or previous contract).
- Submittal of manufacturer's quality test results.
- Copies of Latest Bank Statement from the last three (3) months.

3.2. Financial Submission:

- Reasonable Price

## 4. BID EVALUATION MARKING CRITERIA

No.	REQUIRED DOCUMENTS	MARKS
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.	Meets the Technical Specifications of the RFQ. The bidder <b>must</b> provide <u>proof that the material is manufactured recently</u> .	25
4.5.	Evidence of past performance (at least 1 current or previous contract).	20
4.6.	Submittal of manufacturer's quality test results.	20
4.7.	Copies of Latest <b>Bank Statement</b> from the last <b>three (3)</b> months.	10
4.8.	Reasonable Price	20
	<b>Total Marks</b>	<b>100</b>



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**ANNEX 1**

**ACKNOWLEDGMENT LETTER**

**RFQ Number: RFQ AKCS-A KARIT 36 (Purchas & supply of Ordinary Portland Bestway Cement)**

**Date of issue: 26-Oct-2020**

*The ACKNOWLEDGMENT LETTER must be completed, signed and returned to AKCS-A.*

We, the undersigned, acknowledge receipt of your Invitation to Bid. We, having read the Instructions of this RFQ **(RFQ AKCS-A KARIT 36)** 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:** .....



## AGA KHAN CULTURAL SERVICES - AFGHANISTAN

### ANNEX 2

#### DECLARATION OF UNDERTAKING

**RFQ Number: RFQ AKCS-A KARIT 36 (Purchase & Supply of Ordinary Portland Bestway Cement)**

**Date of issue: 26-Oct-2020**

*The DECLARATION OF UNDERTAKING must be completed, signed and returned to AKCS-A.*

1. We recognize and accept that KfW only finances projects of AKCS-A subject to its own conditions which are set out in the Funding Agreement it has entered into with AKCS-A. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. AKCS-A 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 being 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 offences, 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 in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or 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 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 AKCS-A or a shareholder controlling AKCS-A, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
  - 3.2) having a business or family relationship with a AKCS-A'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 KfW 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 information contained in the respective Applications or Offers, influencing them or influencing decisions of AKCS-A;
  - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for AKCS-A;
  - 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 AKCS-A, which will inform KfW, any change in situation with regard to 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 complying 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 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 AKCS-A and KfW 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 above mentioned records and documents in accordance with 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 in accordance with 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 AKCS-A and KfW.

Name & Title of Authorized: -----

Representative: -----

Signature: -----

Company Name and Address: -----

Telephone No: -----

E-mail: -----

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