



## Welthungerhilfe (WHH)

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# TENDER CONDITIONS

## FOR SUPPLIERS / CONTRACTORS

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### 1. GENERAL

- 1.1. The Tender must comply with the following conditions and instructions. Failure to do so is liable to result in the rejection of the Tender.
- 1.2. "Tenderer" means any person or persons, partnership, firm or company being prequalified and submitting Logistics Materials and fully priced Bill of Quantities in accordance with the Tender.
- 1.3. All recipients of the Tender Documents shall, whether they submit a Tender or not, treat the details of these documents as confidential.

### 2. QUALIFICATION FOR TENDERER

Bidders may submit bids if none of the following reasons for exclusion apply:

- Participation of a Tenderer is ruled out by sanctions issued by the UN Security Council.
- The Tenderer is or was involved as a consultant in the preparation or implementation of the project.
- The Tenderer is legally barred from the procurement process in the country of the contracting agency on the grounds of previous violations of regulations on fraud and corruption.
- The Tenderer or subcontractors are enterprises economically intertwined with the contracting agency in the host country and/or state-controlled enterprises that are not legally or financially independent.
- The Tenderer is under Investigation or proceedings or conviction in respect of child labour or human trafficking.

### 3. TENDER DOCUMENTS

3.1. The Tender must be made out on the forms provided in the Tender Documents duly completed in ink or in print. Bill of Quantities has to be fully priced, totalled, checked arithmetically, and the grand total must be in compliance with the sum entered in the Tender. Tender and Contract Documents must be kept intact. The Tender Documents and accompanying documents shall be signed by the Tenderer or his legally authorized representative and be returned to the address according to the "Invitation to tender".

3.2. The Tender must be accompanied by :

- (a) Tender with Appendixes 1 and 2
- (b) Qualification Declaration of Supplier
- (c) Copy of the Company Registration / Business License

Any missing document may result in the rejection of the Tender.

3.3. Prices must be quoted for all items individually. Specific details regarding the specifications of each item must be clearly provided directly in Tender Appendix 2 and by providing samples of the items at the time of submitting the tender.

#### **4. MODIFICATIONS / ADDITIONAL OFFERS**

- 4.1. The Tender may contain only the prices and statements required in the Tender Documents and shall be signed by a duly authorized person. Any addition to, deletion or alteration of the Tender Documents may result in the rejection of the Tender.
- 4.2. Modifications by the Tenderer concerning prices quoted or statements made shall be unambiguous. Samples and patterns submitted with the Tender must be clearly marked as appertaining to the Tender.

#### **5. PRICES**

- 5.1. All prices must be indicated in AFN. Fluctuations in market prices must be compensated by the Tenderer to his own benefits or loss.
- 5.2. All prices (unit prices, lump sum prices, etc.) shall be stated inclusive of tax (turnover tax, value added tax, or alike). The amount of applicable tax shall be calculated as stated below:
  - 5.2.1. 2% tax shall be considered for all suppliers registered with the Government of Afghanistan and in possession of a business license issued by the Government of Afghanistan (for example Ministry of Commerce, AISA);
  - 5.2.2. 7% tax shall be considered for all suppliers based in Afghanistan and who cannot provide proof of registration;
  - 5.2.3. In the case of foreign (non-Afghanistan based) suppliers, the amount of applicable tax shall be based on the locally valid tax rate and shall be added as the last item on the Tender Appendix 2.
- 5.3. The offer of a discount based on the observance of certain payment deadlines described by the Tenderer shall be taken into account in the evaluation only if the Tenderer declares that such a discount shall apply to all payments on account and the final payment, providing that the deadlines set for payments leave reasonable time for their processing.
- 5.4. Welthungerhilfe will not be held responsible if the local bank in the recipient country converts the payments to the Contractor into local currency before crediting the same to the Contractor's account. The Contractor is not entitled to claim for any charges or fees deducted by the bank due to the exchange and/or transfer of payments.

#### **6. AMBIGUITIES**

If, in the Tenderer's opinion, the Tender Documents contain ambiguities which might influence the calculation of the prices, the Tenderer shall indicate this to Welthungerhilfe in writing before submitting his Tender within 5 days after the receipt of the Tender Documents. Necessary clarification will be made by Circular Letter(s).

#### **7. CIRCULAR LETTER**

- 7.1. In the event that Welthungerhilfe sends Circular Letters to the Tenderers during the tendering period in order to comment, clarify, or modify the Contract Documents, these Circular Letters shall become an integral part of the Contract Documents and it shall be assumed that they have been taken into account by the Tenderers in drawing up their Tender.
- 7.2. The Tenderer shall confirm the receipt of a Circular Letter to Welthungerhilfe immediately. No Circular Letter shall be dispatched within 3 days before the submission date for the Tender, except one that confirms a due postponement of the original submission date.

#### **8. PROHIBITED AGREEMENTS**

Agreements restricting the competition are not permitted, especially arrangements and negotiations with other Tenderers in respect of

- submitting or not submitting a tender,
- the prices to be demanded and profit rates,
- binding arrangements for other compensation,

- processing cost margins and other price components,
- terms of payment and delivery and other conditions of contract insofar as they influence the prices directly or indirectly,
- indemnity or compensation payments for non-participation or limited participation in the competition, and
- profit-sharing.

## 9. SUBCONTRACTORS

If parts of the Tender are intended to be executed by subcontractor(s), the Tenderer shall indicate the nature and scope of the partnership and state name and address of the subcontractor(s) considered.

## 10. JOINT VENTURES

Tenders submitted by Joint Ventures or other Bidding Combinations shall be accepted only if the following information is provided with the Tender

- A list of the members of the Joint Venture/Bidding Combination designating the duly authorized representative(s).
- A declaration, signed by duly authorized representatives of all members, stating that the duly authorized representatives shall represent the members specified in the list in a legally binding manner vis-a-vis Welthungerhilfe, and that all members are jointly and severally liable for the performance of the Contract with Welthungerhilfe.

## 11. SUBMISSION OF TENDER

11.1. The Tender shall be submitted in a **sealed envelope** to the address stated in, and prior to the time and date specified, in the Invitation to Tender.

11.2. Tenders received after the date and time of submission will not be considered.

## 12. OPENING OF TENDERS

12.1. The opening session of the Tenders shall take place on the **22<sup>th</sup> November 2017** at the address specified in the Invitation to Tender.

12.2. The session shall be held for opening and reading out the Tenders. Until this session all Tenders received shall be kept under lock and key with the envelopes unopened and marked with the date of receipt only. For the Opening Session the following procedure shall be observed and laid down in the minutes of meeting, stating place, date and time of the opening:

- (a) The chairman of proceedings shall establish whether the seals of the envelopes are intact.
- (b) Samples and patterns submitted with any Tender shall be on hand and duly marked.
- (c) The Tenders shall be opened one after another and all major parts marked. The names and addresses of the Tenderers and the final amounts of their Tenders or of individual sections as well as other particulars concerning the price shall be read out. It shall be announced if and by whom proposals for modifications and/or additional offers have been submitted. Other details of the contents shall not be made known.
- (d) The minutes shall be signed by the chairman of proceedings.

12.3. Tenders which were not received prior to the submission time and date shall be specified separately in the minutes or addendum thereto. The time of receipt and the reason for the delay of the receipt shall be noted. Envelopes and other means of proof shall be kept in safe custody.

## 13. EVALUATION OF TENDERS

13.1. The following Tenders shall be excluded:

- (a) Tenders received after opening date and time.

- (b) Tenders submitted by Tenderers who do not fulfil the qualification as Tenderer.
- (c) Tenders submitted by Tenderers who have entered into an agreement which constitutes a prohibited restriction of competition.

13.2. In selecting the Tenders to be considered for the award of contract, only those bidders who offer the necessary security for the performance of the contractual obligations will be taken into account. This shall entail the necessary expertise and experience, performance capacity and capability, the reliability as well as technical and financial means and resources.

13.3. Tenders, of which the prices are obviously disproportionate to the items concerned, will be disregarded. Only such Tenders from which proper execution and covering of the defect liability period can be expected with due regard to rational and thrifty operations and efficient management will be considered. From those Tenders the award will be made to the one which appears to be the most acceptable with regard to all technical, functional, environmental and economic aspects.

13.4. Any arithmetical error by the Tenderer in pricing in the Tender Appendix 2 or in the additions or in carrying forward subtotals to the summary or to the Tender shall be corrected during the evaluation of the Tenders. In such cases the Tender sum shall be adjusted accordingly and the Tenderer shall be informed. It shall be assumed that the unit price rates entered in the Bill of Quantities are correct.

13.5. Proposals for modifications and additional offers which Welthungerhilfe has admitted or requested for the tendering action shall be evaluated in the same way as the base tender. Other proposals for modifications and additional offers may be considered.

13.6. Welthungerhilfe does neither bind itself to accept the lowest Tender or any Tender, nor will it be responsible or pay for expenses or losses which may be incurred by any Tenderer with the preparation of his Tender.

#### 14. CANCELLATION OF THE TENDERING ACTION

14.1. The Tendering Action can be cancelled, if

- (a) No Tender has been received which corresponds to the Tender Conditions,
- (b) There have been substantial changes to the basis of the Tendering Action, or
- (c) There are other serious reasons for such a cancellation (i.e. the Supplier is black-listed).

14.2. The Tenderers shall be informed without delay of the cancellation of the Tendering Action by Welthungerhilfe and of the reasons for the same.

#### 15. CODE OF CONDUCT

Welthungerhilfe organizes its procurement practices in a fair and transparent manner and obeys the guidelines for the use of public funds. Contractors and suppliers must bindingly confirm that they reject corrupt behaviour according to the definition outlined in the guideline (**E-CoC Prevention of Conflicts of Interest and Corruption**) and have never been legally convicted of fraud or corruption. In the case that bribes have been offered or paid within the period of contract, the right to end the contract should be reserved as well as the right to exclude the contractor from any further procurement procedures with Welthungerhilfe in Afghanistan. In order to effectively prevent corruption and avoid any semblance of corrupt behavior, Welthungerhilfe has developed guidelines for the fight against corruption which have to be followed by the employees of the organization as well as the contractual partners (suppliers, service providers, etc.).

The contractual partners submitting the bids/signing the contract oblige themselves to follow the guidelines (**E-CoC Prevention of Conflicts of Interest and Corruption**) and to communicate these guidelines strongly to other contractual partners (suppliers, service providers, etc.). Employees and contractual partners are encouraged to report violations and concerns as early as possible. For this purpose, secure, easily-accessible and trustworthy channels of information will be established. The first point of contact is the Internal Auditing Department and can be contacted as per **Whistleblowing hotline (confidential email-address): [audit@welthungerhilfe.de](mailto:audit@welthungerhilfe.de)**"