

SADA/RFQ/KBL/2023/ 115000017



REQUEST FOR QUOTATION –RFQ

Ref: SADA/RFQ/KBL/2023/ 115000017

School Name: Zargaran School

Location: Farza- Kabul Province

1) Summary

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|--------------------------|---|
| RFQ Number | SADA/RFQ/KBL/2023/115000017 |
| Announcement Type | Constriction |
| Tender Title | Construction of 6+1 Classrooms, Zargaran School, Farza District, Kabul. |
| Issue Date | 12 October 2023 |
| Deadline for the project | 26 October 2023 Time: 1:00PM |

2) Introduction to Organization

Social Association for Development of Afghanistan (SADA) is a non-governmental, non-for-profit and non-political humanitarian and development organization. SADA was founded in 1994 when Afghanistan was severely affected by internal war and access to any humanitarian facilities and services was practically debarred. SADA was established with a vision of “To alleviate poverty and human sufferings to see educated, self-reliant, peaceful and developed Afghanistan” by enhancing access to quality, safe and free education, improving health conditions, upgrading local agriculture & irrigation systems, increasing awareness around hygiene and sanitation, and advocating for the rights of women & children.

SADA started its first operation in 1996 in Kandahar province by implementing a UNOPS funded WASH project with the total value of \$12,657. SADA gradually expanded its operations across southern region of Afghanistan by developing partnerships with UNOPS, UNDP, UNWFP, UNICEF, UNESCO, UNHCR, Malala Fund, Street Child/Children in Crisis, GPE, JICA, Action Aid, ZOA Refugee Care, Royal Netherland Embassy, PRT and the government of Afghanistan.

SADA is able to successfully implement hundreds of small and large humanitarian and development projects in several sectors in different parts of the country, which have greatly contributed in improving the living conditions of hundreds of thousands of needy people.

SADA through its community-based-approach built up strong relations with communities and gained a special acceptance among them. On the basis of service delivery, the organization has created excellent reputation among donor organizations, partner organizations, government officials and other stakeholders.

3) Tender Purpose and Expected Results

SADA is seeking eligible construction Companies with the below specifications for the Construction of **(Zargaran school)**. **The Project Scope of Work, Design and BoQ are attached in Annexes I, II and III respectively.** In order to participate and be eligible, the interested companies should complete all necessary documents which are highlighted in this RFQ file. Please note the deadline for the bid submission, bid opening and submit your quotation. Incomplete and late submissions will automatically be rejected.

4) Language of Tender:

4.1 The tender, as well as all correspondence and documents relating to this bid shall be written in English.

4.2 Supporting documents if in Pashto or Dari languages, shall be accompanied by an accurate translation of the relevant passages in English (if required)

5) Documents Comprising for the quotation.

The Supplier shall complete and submit the following document with quotation:

1. The attached bill of quantity with your cost
2. Bank guarantee valid for at least 90 days.
3. Valid company registration certificate.
4. Company profile and past experience including the factsheet.
5. Contracts of similar projects implemented by the contractor.
6. Project completion certificate and donor contacts information.
7. List of key staff including their contact information and position titles.
8. CV of the Key Staff.
9. List of construction equipment with proof of ownership (if required).
10. Work plan.
11. Company bank account detail.
12. Financial audit reports for the past three years (if required).
13. Updated bank statement.

Note:

1. Quotation must be completed without any changes to the format, no substitutes shall be accepted
2. All blank spaces shall be filled with the requested information.

6) Eligibility Criteria:

To complete the tasks successfully, all the interested firms/companies are expected to meet the following criteria:

1. Valid registration license.
2. At least one contract of the similar nature and size (7,000,000 AFN) in the past 5 years with national/ international organization.
3. Experience with/ knowledge of national and international organization and UN standards.
4. Compliance to Local Laws.
5. Contracts of similar projects implemented by the contractor.
6. Geographical understanding/ presence.

Note: SADA has the right to reject any RFQ that does not meet criteria outlined in this RFQ.

7) Payment Terms and Bid Price for Service Contract:

- 7.1 The payments will be made after confirmation of the work by SADA site engineers, supervision consultant, PED or any other 3rd Party.
- 7.2 Bid price should be made individual and as whole in the summary.
- 7.3 All duties, taxes and other payable shall be paid by the contractor, which shall be included in the total bid price submitted by the bidder. SADA will be withholding 2% BRT from total contract amount and

will be paying it to the MoF. SADA will not charge any additional expenses or fees spent by the bidder above his offered prices.

7.4 SADA is not responsible for paying the taxes of the project except the 2% BRT tax. Contractor entity shall be responsible to pay all applicable taxes according to the rule and regulation of Afghanistan tax law.

8) Currencies of Bid and Payment:

All invoices shall be paid in AFN, and all payments to the contractor entity shall be transferred through the banking system/ Cheque.

9) Terms of Contract:

The following terms of contract must be applicable for further payment and bidder contracts:

- i. Copy of the valid registration certificate along with the TIN number need to be submitted along with the quotation.
- l. The quotations shall be accepted and payment shall be proceeded only as per company's legal business title.
- ii. SADA shall pay crossed cheque in favors of valid bank account of the company/individual with whom contract is executed. Any other bank account is not acceptable.
- iii. Penalty is applicable to the selected company in case of late delivery as per of SADA's contact policy and procedures.
- iv. Valid bank account according to your legal business title.
- v. Quotations should be signed and stamped.

10) Submission:

The completed tender documents (This RFQ, Drawings, BoQ etc.) shall be submitted/ handed over to SADA head office in Kabul.

SADA head office address: House No.41, 5th Street, Kolola Poshta Main Road, 4th District, Kabul City.

One bidder shall only quote for 2 lots.

Interested companies are required to submit their sealed bid documents (Financial and Technical Bid in a single Envelop) at SADA head office no later than Date: **26 October 2023 Time: 1:00PM** Kabul Time.

In case of any query and need for clarification, please kindly reach out directly to the procurement team of SADA through the following email address. SADA's procurement team will respond to all of your queries on timely manner.

Email: procurement@sadango.af

Mobile: +93 (0) 78 621 5186 **for technical support**

Head of office contact: +93 (0) 79 848 9090

Site Visit: - N/A

The bidder at the time of submission of the bid should not be:

- II. insolvent;
- III. in receivership;
- IV. bankrupt; or
- V. being wound up.

11) Inspection and late proposal:

SADA is obliged to ensure that its procurement decisions are clearly justified and documented within the donor's mandatory principles and SADA's procurement policy. Full and on-the-spot access must be granted to representatives of SADA, Donor organization and any other organization or person mandated by it, to premises belonging to SADA or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract.

Tenders must be submitted by the due date and time as specified under para-10. Tenders received after the closing date will not be considered, unless in SADA sole opinion there are exceptional circumstances which have caused the delay. SADA, reserves the right, unless the tenderer expressly stipulates to the contrary in the tender, to award batches separately or in any combination.

Clear breakdown of costs related to items and services as requested in RFQ, and a detailed price list for all the services linked to the technical requirement.

The bidder will have affected by no potential conflict of interest, that we and our staff have no particular link with other Tenderers or parties involved in this competition. Should such a situation arise during performance of the contract, we shall immediately inform SADA in written.

12) Compliance and Rejection of Tenders:

SADA, reserves the right to reject all bids not submitted in the format specified and any bids where any of the required forms are not completed. Therefore, SADA is under no obligation to accept any tender.

13) Clarification of Bidding Documents:

A prospective bidder requiring any clarification of the bidding document shall contact SADA in writing before 7 days of the date of bid submission specified under para-10. SADA will respond in writing to any request for clarification before the deadline for clarification of bids.

14) Bid Validity:

Bids shall remain valid for the **60 days** the date of the bid submission deadline date as specified under para-10. A bid valid for a shorter period shall be rejected as non-compliant.

15) Sealing and Marking of the Bidding Documents by the Bidder:

1. The bidder shall enclose the bid for each lot in a plain envelope securely sealed.

2. Bear the bid number.
3. No other markings should be on the envelope.
4. If any envelope is not sealed and marked as required, those bids will be rejected.

16) Confidentiality:

- A. Bidders must treat the invitation to tender and all associated documentation supplied as confidential.
- B. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated bidder is communicated to all bidders.
- C. Any effort by a bidder to influence SADA in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

17) Process of Bid:

SADA shall examine the legal documentation and other information submitted by bidders to verify eligibility, and then will review and score bids according to the following criteria:

| Award Criteria | Percentage (%) of scoring |
|--|----------------------------------|
| <ul style="list-style-type: none">• Past relevant experience and similar project (construction work in particular construction of buildings or schools). | 50% |
| <ul style="list-style-type: none">• Company Capacity.• Key personnel (at least one project manager, and one QA Engineer).• List of construction equipment.• Company structure.• On time delivery (work plan 6 months). | 40% |
| | 10% |
| Total of scoring | 100% |

Note: In order to qualify bidders should attain a minimum score of 70% in the technical evaluation.

18) Notification and Signing of the Contract:

Upon receipt of the Letter of Acceptance, SADA shall call the successful bidder to sign the Contract and returned back to the organization. One copy of the contract will be awarded to bidder in the same time.

19) Scope of Work:

The scope of work is outlined in the Bill of Quantities (BoQ) and drawings attached to this bid.

20) GENERAL REPRESENTATIONS

By submitting its bid in response to this request, the Bidder confirms to **SADA** as at the submission deadline.

20.1) The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the works and to perform its other obligations under any resulting contract. (c) the Bidder has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

20.2) all of the information it has provided to SADA concerning the works and the Bidder is true, correct, accurate and not misleading.

20.3) The Bidder is financially solvent and is able to supply the works to SADA in accordance with the requirements described in this Bid.

20.4) The use or supply of the works does not and will not infringe any patent, design, trade-name or trademark.

20.5) The development and supply of the works has complied, does comply, and will comply with all applicable laws, rules and regulations.

20.6) The Bidder will fulfill its commitments with the fullest regard to the interests of SADA and will refrain from any action which may adversely affect the donors funding this project - DONOR or the United Nations.

20.7) it has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.

20.8) The Bidder agrees to be bound by the decisions of SADA and donor, including but not limited to, decisions as to whether the Bidder's proposal meets the requirements and instructions stated in this Bid and the results of the evaluation process.

21) ETHICAL STANDARDS

SADA requires that all Bidders observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process.

SADA and Donors also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this Bid, the Bidder makes the following representations and warranties to SADA as at the Submission Deadline:

21.1) In respect of all aspects of the solicitation process the Bidder has disclosed to SADA any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Bidder has disclosed to SADA if it or any of its affiliates is, or has been in the past, engaged by SADA to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the works requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the works requested under this Bid.

21.2) The Bidder has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

21.3) No official of SADA or of donor organization has received from or on behalf of the Bidder, or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this RFPS including the award of the contract to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

21.4) Neither the Bidder nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization such as Asian Development Bank, European Union etc. The Bidder will immediately disclose to SADA, and Donor if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the contract.

If the Bidder or any of its affiliates, or personnel or SADA will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Bidder.

If SADA chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at (SADA) sole choice.

21.5) The Bidder will:

- (a) observe the highest standard of ethics;
- (b) Use its best efforts to protect SADA and Donor against fraud, in the solicitation process and in the performance of any resulting contract; and
- (c) comply with the applicable provisions of Donor's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the DONOR website at <https://www.Donor.org/supply/resources/procurement-policies>.

In particular, the Bidder will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in DONOR's Policy Prohibiting and Combatting Fraud and Corruption.

21.6) The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

21.7) Neither the Bidder nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

21.8) The Bidder has taken and will take all appropriate measures to prevent sexual exploitation or abuse (PSEA) of anyone by its personnel including its employees or any persons engaged by the Bidder to perform any works and services in the Bidder's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Bidder has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Bidder, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

21.9) The Bidder confirms that it has read DONOR's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Bidder will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Bidder will further cooperate with DONOR's implementation of this Policy.

21.10) The Bidder will inform SADA as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 22 and 23 Each of the provisions in this Article 22 and 23 constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, SADA is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Bidder, without any liability for termination charges or any liability of any kind. In addition, the Bidder may be precluded from doing business with SADA, Donor and any other entity of the United Nations System in the future.

22) AUDIT CONSTRUCTION WORKS

From time to time, SADA and/or Donor may conduct audits or investigations relating to any aspect of a contract awarded in relation to this bid, including but not limited to the award of the contract and the Bidder's compliance with the provisions of Article 22 and 23 above. The Bidder will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting SADA, Donor and those undertaking such audits or investigations access to the Bidder's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Bidder

will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by SADA and Donor

23) Environmental, Social, Health, and Safety (ESHS)

Bidders, if successful in this bid and are awarded the contract, should adhere to the following: -

- shall ensure that the planned activities will be carried out within the current school's footprint, involving no land acquisition. The sanitary facilities should be at least 50 meters from classrooms and public property, and at least 25 meters away from potable/surface water. If there is not sufficient space, the location of the sanitary facilities should be chosen taking wind direction into account to prevent smell defusing to the classroom and surrounding environment. Additionally, the sanitary facilities should be in areas that can be easily supervised and evenly distributed throughout the school operation.
- Shall ensure that the project's operations won't result in the cutting down of trees or the mutilation, slashing, or tampering with of the surrounding environment. In the event that there is not sufficient space, the contractor shall plant three trees in the current school's footprint in place of each cut tree.
- shall save all existing structures, pipes, cables, sewers, or other services or installations during the project implementation.
- shall ensure that all waste generated by contractor camp operations, excavation, and construction activities is managed properly and disposed of appropriately in the designated site by the local governor or municipalities.
- shall ensure that the environmental, social, health, and safety (ESHS) requirements (Annex-4) and proposed mitigation measures are put into place during the construction activities in order to manage, mitigate, minimize, and reduce the pollution of the air, water, noise, and soil.
- shall ensure that a site-specific occupational health and safety (OHS) management plan is developed and implemented during the project's construction phase. This plan should include information on the organization and capacity, roles and responsibilities, personnel protective equipment, compensation based on Afghanistan's national labor laws and regulations, training, and capacity building.
- shall ensure that appropriate incident and accident reporting and handling procedures have been established, including those for internal and external reporting, first aid, compensation, and training for both technical and non-technical workers.
- shall ensure for the safety of their workers, locations, possessions, and operations. They shall ensure that their employees receive sufficient training on safety and security issues that are appropriate for the Afghan context, including conflict-sensitive communication, cultural awareness, implementation, and risk management, and they must immediately communicate to DONOR any security-related issues that have a negative impact on program delivery or personnel.
- shall ensure that a site-specific Traffic Management Plan (TMP) is developed and implemented during the project construction phase and includes responsibilities and responsibilities, emergency response

and reporting procedures, compensation based on Afghanistan's national labor laws and regulations, training, and capacity building for all drivers and other relevant employees.

- shall ensure that a site-specific emergency preparedness and response (EPR) plan is developed and implemented, all technical and non-technical employees and staff are trained. The plan should include roles and duties, emergency response procedures, internal and external reporting procedures.
- shall implement a combination of behavioral and environmental modification to mitigate communicable disease risks and impacts.
- shall ensure that both the project site and the contractor camp have adequate lavatory facilities (toilets and washing places), and that portable and drinking water are properly provided for project workers.
- shall ensure that before, during, and after the project's implementation, every relevant stakeholder, including provincial and district level MoE directorates, community representatives, Schools Management Shuras (SMS), and school's principals, are engaged and involved.
- shall ensure that a grievance system including the PSEA hotline and the PSEA confidential email address is set up at the project level and that all communities, teachers, and project workers (technical, skilled, and unskilled labor) are properly informed of the reporting channels and handling procedures. In addition, DONOR will encourage the use of its innovative SMS-based mechanisms (U-Report and RapidPro), as well as the interagency system Awaaz, to receive feedback from impacted populations.
- shall ensure that a project labor management procedure is in place, that all technical and non-technical worker terms and conditions comply with Afghanistan labor laws and regulations, that they are informed of the project grievance procedure, and that no child or forced labor is employed in the project activities.
- shall ensure the availability of a functional grievance redressal mechanism at the project level that can be used as a reporting channel with specific referral pathways for GBV/SEA/SH. As well as ensure that all project workers (technical and non-technical staff) receive training on sexual exploitation and abuse and sign a code of conduct.
- shall ensure that all project employees, both technical and non-technical, receive continuous capacity-building training on minimizing environmental and social risks and managing their effects.
- the contractor will be in charge of setting up an ESS focal point and will be in charge of implementing the social and environmental safeguards instruments in the project site.