### Request for Quotation RFQ Reference no: AFKAB. 2024.Apr.006 April 25, 2024

From: ActionAid
Subject: Request for Bids/quotations – Provision of Fuel
Project location: ActionAid Country Office, Kabul province.
Deadline for Submission: 12:00 PM (noon) Afghanistan times, May 6, 2024
Bid submission Address: ActionAid Afghanistan, House no. 11, Street no. 11, Old Tamani, District 10, Kabul, Afghanistan.

### - Background:

ActionAid, Afghanistan is non-governmental, non-profit and non-partisan organization working in Afghanistan since May 2002 with about Forty year's history in the fields of development cooperation, humanitarian and emergency response, rehabilitation, and reconstruction. ActionAid is present in over 40 countries across Asia, Africa and Latin America and part of a strong network of South Asia program and currently involved in community development activities in over 13 provinces of Afghanistan.

It is registered with the Ministry of Economy in Afghanistan, ActionAid is working in Kabul, Bamiyan, Balkh, Jawzjan, Nangarhar, Samangan, Laghman, Farah, Ghor, Herat and Kunduz Provinces. ActionAid Afghanistan as part of its humanitarian work is calling for quotations from suppliers across the country for the following scope of work.

## - Scope of Work/Goods Required for this proposal:

ActionAid is looking for eligible logistics companies and pump stations operating in the same industry, capable of supplying the required fuel to the specified location.

## 1. General Terms:

- 1.1 The awarded company/companies are required to deliver the requested items based on the request made by the relevant ActionAid personnel. Deliveries must be completed on the same day or by the next day following the request.
- 1.2 ActionAid is dedicated to providing the highest level of service to communities and adheres strictly to the standards outlined in the project deliverables as agreed with the donor. Should any delivered items, materials or services fail to meet the required technical standards or exhibit poor quality, ActionAid reserves the right to reject them and request replacements to fulfill the requirement(s). Furthermore, ActionAid retains the right to terminate the contract at any stage without compensation to the vendor if the supplied items/materials do not meet the specified standards. Any changes must be agreed upon in writing with ActionAid, and necessary contract amendments must be made accordingly.
- 1.3 Companies providing quotations must be capable of delivering fuel of the same specification and at the agreed-upon price.
- 1.4 1ActionAid reserves the right to award the entire RFQ, a portion of it, or to not make any award at all to any vendor.

- 1.5 ActionAid reserves the right to inspect and verify the quality of the items before and during any delivery.
- 1.6 ActionAid reserves the right to inspect and verify the quality of items before and during delivery.
- 1.7 Any modifications to the specifications and quality of the items by the vendor will not be accepted.
- 1.8 Submission of more than one proposal by a single vendor for the same project will result in the rejection of all proposals submitted by that vendor.
- 1.9 Only ActionAid reserves the right to amend the contract clauses or duration at any time or stage.
- 1.10 The vendor is responsible for all transportation costs, and ActionAid will not pay any additional amount. Therefore, the price quoted must include transportation costs, as well as government taxes and duties.
- 1.11 Payment to the supplier will be based on the actual goods delivered and the Goods Received Notes (GRNs). Under no circumstances will the vendor be paid for a quantity greater than the amount specified in the purchase order.

## 2. Vendor Selection Criteria:

- 2.1 The evaluation of bids and selection of the winning proposal will be conducted by ActionAid's Internal Procurement Committee (IPC).
- 2.2 Preference will be given to the most competitive bid that meets the RFQ requirements and demonstrates the capacity of the vendor/vendors in the area.

### **3.** Eligibility of Applicants:

- 3.1 This is RFQ for supply of the fuel, only logistics companies and pump stations in the same business arena with demonstrated ability to supply required item should apply the bids.
- 3.2 The vendors must have a valid and updated license from AISA, or the Ministry of Commerce or related municipalities authorities.
- 3.3 Bids must be signed, stamped, dated, and sealed otherwise may lead to disqualification of the bid.
- 3.4 Companies with similar experience might be preferred and requesting you to provide copies of your similar experience's contracts or purchase orders.

Applicants cannot apply for this proposal if they:

- 3.5 Are not registered companies of the Afghan Government or local authorities in Afghanistan.
- 3.6 Are bankrupt or in the process of going bankrupt.
- 3.7 Have been convicted of an offense concerning professional conduct.
- 3.8 have been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify)
- 3.9 Are guilty of serious misinterpretation in supplying information.
- 3.10 Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission.
- 3.11 Were declared at the serious fault of implementation owing to a breach of their contractual obligations.

## 4. Prices:

- 4.1 Vendors must provide the most competitive price in Afghani currency any bid in a currency other than Afghani will be disqualified.
- 4.2 All quotations must abide the Government of Afghanistan Tax regulations. Offered prices must be inclusive of all relevant taxes and duties and other clearance costs. ActionAid will deduct taxes from the contracted price as per the existing tax regulations of the Government of Afghanistan.

- 4.3 The quoted price for the below item should be valid for 30 days and the price cannot be changed during the contract period.
- 4.4 This will be a fixed price project/contract for the duration six months and no changes in price will be acceptable once both parties have signed the contract.

No	Description of Items	Estimated QTY	UOM	Unit Price	Total Price
1	Fuel (Diesel, L-02) for office Generators	6,000.00	Liter		
2	Fuel (Diesel, L-02) for Office Vehicles	600.00	Liter		
3	Fuel (Petrol-95) for Office Vehicle (Super)	1,800.00	Liter		
4	Fuel (Petrol-92) for Office Vehicle	1,800.00	Liter		
Total price inclusive of tax					
Total Price in word:					

## 5. Tax:

5.1 The prices should be inclusive of taxes, 2% or 7% (based on nature of registration) tax will be withheld from the total price at source as per law of the land. There is no negotiation on this at any stage.

## 6. Delivery:

- 6.1 The estimated quantity mentioned above is for a duration of six months, we estimated a monthly consumption of approximately 1,000.00 liters of diesel for generators, although this estimate may vary depending on the availability of government electricity.
  - Generator fuel (Diesel), the client requests a maximum of 1,000.00 liters per delivery, and the delivery locations are specified in clause 6.2 of this article.
  - Vehicle fuel (Diesel & Petrol), the contractor shall interduce the nearest pump station for refilling vehicle fuel. The fuel will be provided based on the receipt, and both parties must record the refilling time/date and quantities.
- 6.2 Delivery Address: The fuel is requested for delivery to the ActionAid country office, located at House No. 11, Street No. 11, Old Tamani, District 10, Kabul, Afghanistan.

# 7. Quality:

The quality of the fuel provided must meet international standards. If any damage occurs to the client's generators, vehicles, or machinery due to poor quality fuel, the vendor will be liable for the maintenance costs. The vendor is responsible for ensuring that the delivered fuel meets international quality standards and there is no compromise on the quality of the item at any stage/time.

## 8. Conflict of Interest / Non-Collusion:

Any bidder is required to confirm in writing....

- 8.1 That none of the directors or senior managers of the company are related to any of the directors and staff of ActionAid, which may affect the outcome of the selection process. If there are such connections the bidder is required to disclose all the details along with the bid document.
- 8.2 That it has not communicated to anyone other than ActionAid the amount or approximate amount of the tender.
- 8.3 That it has not and will not offer to pay or give any sum of money commission, gift, inducement, or another financial benefit directly or indirectly to any person for doing or omitting to do any act about the tender process. Any such attempt will result in the company being blacklisted by ActionAid.

## 9. Documents:

- 9.1 The following documents must be submitted together with the bid:
  - 9.1.1 Signed and fill copy of this form (RFQ)
  - 9.1.2 Copy of valid business license
  - 9.1.3 Copies of company president and vice president Tazkira (NID)
  - 9.1.4 Letter of reference for the authorized person for further contacts or negotiation if required.
  - 9.1.5 Tax identification certificate.
  - 9.1.6 Vendors' bank account details
- 9.2 The following documents will be requested from the vendor after the issuance of the purchase order and/or contract:
  - 9.2.1 Original Commercial Invoice
  - 9.2.2 Any other supporting documents if requested by ACTIONAID.

Please do not submit any extra document(s) until and unless requested.

## **10.** Payment Conditions:

- 10.1 There will be no advance or instalment payment to the vendor.
- 10.2 Payment will be made to the company through bank within 20 working days.
- 10.3 The payment will be made once the project/delivery has been completed 100% and the Goods Received Note and original invoice reached to Kabul office.
- 10.4 **Payment Method:** the payments will be made to the company's official bank account and there will be no cash or cheque payment.

## 11. Non-Negotiables:

ActionAid complies with all Safeguarding Policy requirements (Child Protection, PSEA and SHEA), Anti-Fraud and Corruption, all legal compliances of the Country including Tax Laws. All Companies by applying are undertaking that they are compliant with all these Polices and Laws. Any violation of these will be the responsibility of the vendor and ActionAid reserves the right to cancel any contract and / or blacklist the vendor in case it is discovered that they have violated any of the policies. Copies of all policies will be shared with the selected vendors during contracting.

## 12. Force Majeure:

Force majeure is defined as a natural disaster, earthquake, landslide, flood, war, armed conflict, and pandemic. In the event of force majeure, the vendor shall inform the client within 24 hours. Action Aid and the vendor shall amicably decide further action after force majeure. Force majeure shall have an official declaration by the government.

### **13. Termination of Contract:**

The client may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Vendor at least 5 days written notice.

The client may terminate the Contract with immediate effect by giving written notice to the Vendor and claim any losses (including all associated costs, liabilities, and expenses including legal costs) back from the Vendor at any time if the Vendor:

A. becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

In the event of termination, all existing purchase orders must be completed.

### 14. Late Tenders:

Tenders received via email and/or after the Closing Date and time will not be considered.

In case ActionAid does not receive adequate number of tenders for a competitive bid, it reserves the right to re-announce the RFQ or select winner from the received offers.

### **15. Submission of Bids:**

ActionAid reserves the right to choose either one or multiple vendors to ensure value for money. The sealed bids must be submitted in original hard copies to Country Office at the following address: ActionAid, Afghanistan, House no. 11, Street no. 11, Old Taimani, District 10, Kabul, Afghanistan. All Bids must be signed and stamped. The ActionAid IPC reserves the right to cancel any proposal that is incomplete in any manner.

Deadline for the submission of the bids before 12:00 PM (noon) Afghanistan times, May 6, 2024.

You can share your queries or concerns 24 hours before the closing time to procurement.kabul@actionaid.org, with consideration of off days.

**Only shortlisted vendors will be contacted for further negotiation,** and any bidder who has not been awarded a contract will not be notified.

Note: Please sign and stamp all pages. **Vendor details:** 

Company name:
Name of signatory:
Title:
Contact Number (s):
Email Address(s):
Business Address:
Date:
Sign and stamp: