

REQUEST FOR QUOTATION

TO:

All Interested bidders

Date of issue:	05/September/2022
File no.:	ORCD/NCA-ICRA/0046
Contract title:	Provision and Delivery of Hand wash facilities for Nimrooz and Helmand Provinces.
Closing date:	15/September/2022 at 3:00PM
For further information, please contact the Contracting Authority:	Organization for Research and Community Development (ORCD) Contact person: Luftullah "Qaderi" 0700031230 Jawad Khan "Mahmoody" Tel: 0700031209 Fax: NA Email: tender@orcd.org <u>Add:</u> House# 28 Street of Shams London Academy,40 Meter Road, Shaheed Square Taimany Project Kabul Afghanistan
Please note that the Quotations may be delivered to the Contracting Authority at the above address by in a sealed envelope clearly marked with the above File Number and the name of the submitting company.	

ORGANIZATION FOR RESEARCH AND COMMUNITY DEVELOPMENT YOU TO SUBMIT A QUOTATION FOR THE FOLLOWING

Item	Description	Unit	Quantity	Required delivery date
1	Provision and Delivery of Hand wash facilities for Nimrooz and Helmand Provinces	LS	128	15/October/2022

INSTRUCTIONS

A.1. Acknowledgement

Upon receipt of the Request for Quotation please inform the Contracting Authority if you intend to submit a quotation. Please respond even if negative.

A.2. General

The goods to be purchased are for use by the Contracting Authority in its Economic Empowerment Programme in Afghanistan, an intervention supported by ORCD. The supplier can submit a quotation for one, several or all lots.

A.3. Cost of quotation

The supplier shall bear all costs associated with the preparation and submission of his quotation and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

A.4. Eligibility and qualification requirements

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts. In the Quotation Submission Form suppliers shall attest that they meet the above eligibility criteria. If required by the Contracting Authority, the supplier whose quotation is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation or, if such certificates are not available, through a sworn statement.

Suppliers shall also be requested to certify that they comply with article 13. "Child Labour and Forced Labour" and article 14 "Mines" of the General Terms and Conditions for Supply Contracts and with the Code of Conduct for Contractors.

To give evidence of their capability and adequate resources Suppliers shall provide the information and the documents requested by the Contracting Authority.

A.5. Exclusion from award of contracts

Contracts may not be awarded to Candidates who, during this procedure:

- (a) are subject to conflict of interest:
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information.

A.6. Documents comprising the Request for Quotation

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

- 1. The attached Quotation Submission Form
- 2. Valid Business License
- 3. Experience details

A.7. Price

The price quoted by the supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract.

Price shall be quoted in USD.

Tax

Withholding Tax on Subcontractor:

Government withholding Tax: Pursuant to Article 72 in the Afghanistan Tax law effective March 21, 2009, ORCD is required to withhold "contractor" taxes from the gross amount payable to all Afghan for-profit subcontractors/vendors with an aggregate amount of AFN 500,000.00 or greater and transfer this to the Ministry of Finance. In accordance with this requirement, ORCD shall withhold 2% tax from all gross invoices from subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce License. For subcontractors/vendors without active AISA or Ministry of Commerce license, ORCD shall withhold seven percent 7% "contractor" tax per current Afghanistan Tax law.

A.8. Lots

The contracting authority has the right to split the lots into different suppliers

A.9. Validity

Quotations shall remain valid and open for acceptance for 30 days after the closing date.

A.10. Closing date

Quotation must be received by the Contracting Authority as specified on page 1 not later than the closing date and time. Any quotations received after that will not be considered.

A.11. Award of Contract and Criteria

The Contracting Authority will award the Contract to the supplier whose quotation has been determined to be substantially responsive to this Request for Quotation (RFQ) and who has offered the lowest evaluated price, provided further that the supplier has the capability and resources to carry out the Contract effectively

The Contracting Authority reserves the right to accept all or part of your quotation, whichever is in its best financial interest.

A.12. Signature and entry in to force of the Contract

Prior to the expiration of the period of the quotation validity, the Contracting Authority will notify the successful supplier in writing.

A.13. Cancellation for convenience

The Contracting Authority may for its own convenience and without charge or liability cancel the RFQ at any stage.

QUOTATION SUBMISSION FORM

PRICE SCHEDULES

Provision and Delivery of Hand wash facilities for Nimrooz and Helmand Provinces.

Item	Description	Specification	Pictures	Unit	Qty	Currency USD	
						Unit Price	Total Price
01	Hand washing station with capacity 100 liters (metal sheets , gage 18 " inches)	capacity 100 liters (metal sheets , gage 18 " inches		PC	128		
02	Metallic stand for water tank high is 80 cm (made of 1.5 mm profile materails) with 2 water Basins and tap at two opposite sides of the product with two foldable Basin Holders at Each side	80 cm (made of 1.5 mm profile materails		PC	128		
Total USD:							

Note: the above costs include all the taxes and Deliveries to Helmand province (Kirishk, Nad Ali, Sangain and Kajaki district)

Nimruz province (Khashrood and Delamram districts)

Any subsequent procurement related to this Quotation will be subject to the Contracting Authorities General Terms and Conditions for Supply Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

<https://www.kirkensnodhjelp.no/en/about-ORCD/for-contractors/>

After having read this Request for Quotation **ORCD/NCA-ICRA/0046** on behalf of my company/business, I hereby:

- Accept, without restrictions, all the provisions in the Request for Quotation including General Terms and Conditions for Supply Contracts with annexes.
- Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
- Certify and attest that we meet the eligibility criteria stated in the Instructions.
- Certify and attest compliance with the Code of Conduct for Contractors.

This declaration will be confirmed in the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

The Contractor

Name of the company

Address

Telephone no.

E-mail:

Name of contact person

Date:

Code of Conduct for Contractors

Ethical principles and standards

By this Code of Conduct, the Contracting Authority applies ethics to procurement. We expect our contractors to act socially and environmentally responsible and actively work for the implementation of the standards and principles in this Code of Conduct. The Code of Conduct is applicable for all our contractors who supply goods, services and works to our operations and projects.

This Code of Conduct and its related principles and standards are based on recommendations from the Norwegian Initiative for Ethical Trade (IEH)¹, the UN Global Compact principles² and ECHO's Humanitarian Aid Guidelines for Procurement 2011³.

General Conditions

The Code of Conduct defines the ethical requirements and standards for our contractors, whom we expect to sign and respect the Code of Conduct, and work actively towards the implementation hereof. By signing the Code of Conduct contractors agree to place ethics central to their business activities.

The provision of the ethical standards constitutes minimum rather than maximum standards. International and national laws shall be complied with, and where the provisions of law and the Contracting Authority's standards address the same subject, the highest standard shall apply.

It is the responsibility of the contractor to assure that their contractors and subcontractors comply with the ethical requirements and standards set forth in this Code of Conduct.

The Contracting Authority acknowledge that implementing ethical standards and ensuring ethical behaviour in our supply chain is a continuous process and a long term commitment for which we also have a responsibility. In order to achieve high ethical standards for procurement we are willing to engage in dialogue and collaboration with our contractors. In addition we expect our contractors to be open and willing to engage in dialogue with us to implement ethical standards for their businesses.

Unwillingness to co-operate or serious violations of the Code of Conduct will lead to termination of contracts.

Human Rights and Labour Rights

Contractors must at all times protect and promote human- and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

- *Respect for Human Rights* (UN Universal Declaration of Human Rights)
The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors must not flaunt their responsibility to uphold and promote the Human Rights toward employees and the community in which they operate.
- *Non exploitation of Child Labour* (UN Child Convention on the Rights of the Child, and ILO Convention C138 & C182)
Contractors must not engage in the exploitation of child labour⁴ and contractors must take the necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in labour that compromise their health, safety, mental and social development, and schooling. Children under the age of 15 (in developing countries 14) may not be engaged in regular work, but children above the age of 13 (in developing countries 12) can be engaged in light work if it does not interfere with compulsory schooling and is not harmful to their health and development.
- *Employment is freely chosen* (ILO Convention C29 & C105)
Contractors must not make use of forced or bonded labour and must respect workers freedom to leave their employer.
- *Freedom of association and the right to collective bargaining* (ILO Convention C87 & C98)
Contractors must recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions (even if this is restricted under national law).
- *Living wages are paid* (ILO convention C131)
As a minimum, national minimum wage standards or ILO wage standards must be met by contractors. Additionally a living wage must be provided. A living wage is contextual, but must always meet basic needs such as food, shelter, clothing, health care and schooling and provide a discretionary income⁵ - which is not always the case with a formal minimum wage.
- *No discrimination in employment* (ILO Convention C100 & C111 and the UN Convention on Discrimination against Women)
Contractors must not practice discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, sexual orientation, political affiliation, disability, marital status, or HIV/AIDS status.
- *No harsh or inhumane treatment of employees*
The use of physical abuse, disciplinary punishment, sexual abuse, the threat of sexual and physical abuse, and other forms of intimidation may never be practiced by contractors.
- *Working conditions are safe and hygienic* (ILO Convention C155)
Contractors must take adequate steps to provide safe and hygienic working environments. Additionally workers safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.
- *Working hours are not excessive* (ILO Convention C1 & C14)
Contractors must ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.
- *Regular employment is provided* (ILO Convention C143)
All Work performed must be on the basis of a recognised employment relationship established through international conventions and national law. Contractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

1. <http://etiskhandel.no/noop/search.php?l=no&query=Guidelines+for+procurement>

2. <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

3. http://ec.europa.eu/echo/partners/humanitarian_aid/procurement_guidelines_en.htm

4. The definition of Child Labour can be found at: <http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/principle5.html> and <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>

5. Discretionary income is the amount of an individual's income that is left for spending, investing, or saving after taxes and personal necessities (such as food, shelter, and clothing) have been paid.



- **Condition outside the workplace**
Property rights and traditional use of resources
In case of conflicts with local societies about the use of land or other natural resources, the parties, must through negotiations secure respect for individual and collective rights to areas and resources based on custom/practice. This also applies to cases where the rights are not formalised.

Marginalized groups
The production and sourcing of raw materials for production must not contribute to harm the livelihood of marginalized groups, e.g. by occupying large land areas or other natural resources the groups in question are dependent on.

International Humanitarian Law

Contractors linked to armed conflicts or operating in armed conflict settings shall respect civilian's rights under International Humanitarian Law and not be engaged in activities which directly or indirectly initiate, sustain, and/or exacerbate armed conflicts and violations of International Humanitarian Law⁶. Contractors are expected to take a 'do no harm' approach to people affected by armed conflict. Additionally, Contractors shall not be engaged in any other illegal activity.

Involvement in Weapon Activities

The Contracting Authority advocates for the Ottawa Convention against landmines and the Convention on Cluster Munitions against cluster bombs. Contractors shall not engage in any development, sale, or manufacturing of anti-personnel mines, cluster bombs or components, or any other weapon which feed into violations of International Humanitarian Law or is covered by the Geneva Conventions and Protocols.

Protection of the Environment

The Contracting Authority wishes to minimise the environmental damages applied to nature via our procurement activities and we expect our suppliers and contractors to act in an environmentally responsible manner. This involves respecting applicable national and international environmental legislation and acting in accordance with the Rio Declaration.

As a minimum contractors should address issues related to proper waste management, ensuring recycling, conservation of scarce resources, and efficient energy use.

Anti-Corruption

Corruption is by the Contracting Authority defined as the misuse of entrusted power for private gain and it includes bribery, fraud, embezzlement and extortion. The Contracting Authority holds a great responsibility to avoid corruption and ensure high standards of integrity, accountability, fairness and professional conduct in our business relations. Contractors are expected to have the same approach by undertaking good and fair business ethics and practices, take action to prevent and fight corruption, and abide by international conventions as well as international and national laws. To fight corruption and promote transparency, contractors who are confronted with corrupt practices are advised to file a complaint in the ORCD Complaint Mechanism⁷.

A contractor's involvement in any form of corrupt practice during any stage of a selection process, in relation to the performance of a contract or in any other business context is unacceptable and will lead to the rejection of bids or termination of contracts.

Sexual Exploitation and Abuse

Contractors, their staff, sub-contractors and any other personnel engaged by the contractor, must not:

- Sexually exploit or sexually abuse any individual.
- Engage in any sexual activity with a child or children regardless of the age of majority or age of consent locally. A child is defined as being below 18 years of age. Mistaken belief in the age of a child is not a defence.
- Act in ways that may place a child at risk of abuse, including not giving due consideration to assessing and reducing potential risks to children as a result of implementing activities. Behaviours and actions that are prohibited include, but are not limited to, using inappropriate language or behaviour when dealing with a child or children, bullying and harassing a child verbally or physically, physical punishment, exposing a child to pornography including on-line grooming and trafficking. Whenever possible avoid being alone with a child.
- Consume, purchase, sell, possess and distribute any forms of child pornography.
- Exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour. This includes the buying of or profiting from sexual services as well as exchange of assistance that is due to right holders for sexual favours.
- Exploit the vulnerability of any target group in the context of development, humanitarian and advocacy work, especially women and children, or allow any person/s to be put into compromising situations. Never abuse a position to withhold development or humanitarian assistance, or give preferential treatment; in order to solicit sexual favours, gifts, payments of any kind, or advantage.
- Engage in sexual relationships with members of crisis-affected populations given their increased vulnerability and since such relationships are based on inherently unequal power dynamics and undermine the credibility and integrity of aid work.

List of International Conventions and Treaties covered by this Code of Conduct for Contractors

- UN Universal Declaration of Human Rights, 1948; <http://www.un.org/en/documents/udhr/index.shtml>
- UN Guiding Principles on Business and Human Rights, 2011; http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf
- Geneva Conventions I-IV, 1949 and additional Protocols; <http://www.icrc.org/eng/war-and-law/treaties-customary-law/geneva-conventions/index.jsp>
- ILO Declaration on Fundamental Principles and Rights at Work, 1998; <http://www.ilo.org/declaration/lang--en/index.htm> and http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_095898.pdf
- UN Child Convention on the Rights of the Child, 1990; <http://www2.ohchr.org/english/law/crc.htm>

6. This includes pillage/looting which is the unlawful taking of private property for personal or private gain based on force, threats, intimidation, pressure and through a position of power accomplished due to the surrounding conflict.

7. <http://www.kirkensnodhjelp.no/en/About-ORCD/About-ORCD/Accountability-Commitments/ORCD-complaints-handling-system/>



- C182, Worst Forms of Child Labour Convention, 1999; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C182>
- C138, Minimum Age Convention, 1973; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C138>
- C87, Freedom of Association and Protection of the Right to Organise Convention, 1948; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C087>
- C98, Right to Organise and Collective Bargaining Convention, 1949; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C098>
- C29, Forced Labour Convention, 1930; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C029>
- C105, Abolition of Forced Labour Convention, 1957; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C105>
- C131, Minimum Wage Fixing Convention, 1970; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C131>
- C100, Equal Remuneration Convention, 1951; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C100>
- C111, Discrimination (Employment and Occupation) Convention, 1958; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C111>
- The UN Convention on the Elimination on All Forms of Discrimination against Women 1979; <http://www.un.org/womenwatch/daw/cedaw/text/econvention.htm>
- C1, Hours of Work (Industry) Convention, 1919; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C001>
- C14, Weekly Rest (Industry) Convention, 1921; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C014>
- C143, Migrant Workers (Supplementary Provisions) convention, 1975; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C143>
- C155, Occupational Safety and Health Convention, 1981; <http://www.ilo.org/ilolex/cgi-lex/convde.pl?C155>
- The Rio Declaration on Environment and Development, 1992; <http://www.unep.org/Documents.Multilingual/Default.asp?DocumentID=78&ArticleID=1163&I=en>
- The Ottawa Convention, 1997; http://www.apminebanconvention.org/fileadmin/pdf/mbc/text_status/Ottawa_Convention_English.pdf
- The Convention on Cluster Munitions, 2007; <http://www.clusterconvention.org/files/2011/01/Convention-ENG1.pdf>