

Request for Quotations (RFQ)

RFQ Number: ACR-094-2016 Provision of Fuel (Diesel) for Generators and Vehicles
Issuance Date: 05 October 2016
Deadline for Offers: 16 October 2016 - 10:30 AM local Kabul time
Description: Provision of Fuel (Diesel) for Generators and Vehicles
For: Afghanistan Children Read
Funded By: United States Agency for International Development (USAID),
Contract No.
Implemented By: Creative Associates International, Inc.
Point of Contact: procurement@readafghanistan.com

***** ETHICAL AND BUSINESS CONDUCT REQUIREMENTS *****

Creative is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Creative expects suppliers to comply with our Standards terms and conditions. Creative does not tolerate fraud, collusion among offerors, or falsified proposals or bids. Any firm or individual violating these standards will be disqualified from this procurement and barred from future procurement opportunities. In addition, Creative will inform USAID of any supplier offers of money, commissions, or gifts to obtain business. Employees and agents of Creative are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, or object of value from current or potential vendors or suppliers in exchange for or as a reward for business. Offerors responding to this RFQ must disclose and include the following information as part of the proposal submission: Close, familial, or financial relationships with Creative or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.

- Any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting a proposal, the offeror must state this.
- Certification that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

Please contact Jamieh@creativcdc.com with any questions or concerns regarding the above information or to report any potential violations.

Section 1: Instructions to Offerors:

The Afghan Children Read (ACR) will improve educational attainment in Afghanistan by building the capacity of the Government of the Islamic Republic of Afghanistan's (GIROA) Ministry of Education (MoE) to provide educational services that generate measureable learning outcomes in a conflict-affected setting. The ACR will build the capacity of the MoE and its respective departments at the national, provincial, and district levels and teacher training colleges (TTCs) to provide educational services that improve access to a safe educational environment that builds children's skills in reading and other basic skills. The Task Order must assist the GIROA to develop a Ministry-approved, evidence-based early grade reading (EGR) curriculum and instruction program in local languages. The ACR will complement and leverage other key USG education-related investments in Afghanistan including the Community Based Education activity implemented by UNICEF, teacher in-service teacher training implemented under the Afghanistan Reconstruction Trust Fund (ARTF) EQUIP II, and the Resource, Skills and Capacities in Early Grade Reading implemented by Chemonics. As part of project activities, ACR project requires mineral drinking water for the Official movements.

The purpose of this RFQ is to solicit quotations from eligible Fuel providers for the Creative ACR Project. As a result of this RFQ; the ACR Project anticipates issuing a *Blanket Purchase Agreement (BPA) for 6 months in order to acquire Fuel on need basis*. This will allow the ACR Project to issue a mutual purchase order under this BPA for each purchase. The service provider shall furnish the services described in the Purchase order issued by ACR project.

Offerors are responsible for ensuring that their offers are received by Creative in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

1. **Offer Deadline and Protocol:** Offers must be received no later than **10:30pm local Kabul time on Sep 08, 2016**. Hardcopies of the RFQ will be hand delivered to those suppliers who doesn't have the facility to receive the RFQ electronically. The proposals must be stamped and signed by the Offeror's authorized representative and delivered to the ACR Office located at **Street #1, Saleh Mohammad Street, House # 632, Shashdarak, District # 9, Kabul, Afghanistan**. Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of Creative.
2. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **10:30am local Kabul time on Oct 16, 2016** by email to procurement@readafghanistan.com questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Creative believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Creative will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Creative or any other entity should not be considered as an official response to any questions regarding this RFQ.

3. **Specifications:** Section 3 contains the technical specifications of the required items. Fuel (diesel) for Generators and Vehicles offered in response to this RFQ must be of best quality.

Please note that, unless otherwise indicated, stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

4. **Quotations:** Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in AFN. Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Offerors are requested to provide quotations on official letterhead or format; in the event this is not possible, offerors may complete the table in Section 3.

In addition, offerors responding to this RFQ are requested to submit the following:

- **Organizations responding to this RFQ are requested to submit a copy of their official registration or business license. (Business license (AISA), bank details)**

5. **Delivery:** The delivery location for the items described in this RFQ is ACR project Office in Kabul City. As part of its response to this RFQ, each offeror is expected to provide an estimate of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.
6. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 937** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). The cooperating country for this RFQ is Afghanistan.

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: **Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.**

7. **Warranty:** Warranty service and repair within the cooperating country is required for all commodities under this RFQ. The warranty coverage must be valid on all commodities for a minimum of twelve (12) months after delivery and acceptance of the commodities, unless otherwise specified in the technical specifications.
8. **Taxes and VAT In Afghanistan:** Prices must be quoted on a lump-sum, all-inclusive basis. Any taxes (including BRT taxes) or fees are not to be added later. The BRT tax must be included in the Grand Total Cost of the Proposal. Offerors are required to submit their business license to support the 2% BRT tax. Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, Creative/ACR is required to withhold "contractor" taxes from the gross amounts payable to all Afghan subcontractors. In accordance with this requirement, Creative/ACR withholds two percent (2%) tax from all gross invoices to Afghan subcontractors under this agreement with active business registration license at the time of payment. For all legal and natural persons who, without a business license or contrary to approved by-law, provide supplies, materials, construction and services under this contract shall be subject to seven percent (7%) fixed tax in lieu of income tax. This tax is withheld from the gross

amount payable to the contractor and remitted to the Ministry of Finance. Creative will maintain records of all these payments. The business license for the purpose of tax withholding is the license issued by the Ministry of Commerce & Industry, AISA, Ministry of Information & Culture, Ministry of Education and Ministry of Public Health. For all other licenses, including municipal permits, 7% tax will be withheld.

9. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Creative/ACR will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
10. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and Meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis. The following evaluation criteria will use to determine the eligibility of the vendor.

Section	Description	Point Value
Quality/Certification	The Vendor shall provide samples of all items as requested	Pass/Fail
Registration	Valid Copy of Registration (AISA and MoCI)	Pass/Fail
Cost	Price is determined via a lowest price technically acceptable (LPTA) analysis to be the best value to the project and USAID.	Best value analysis

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Creative reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, Creative reserves the right to conduct any of the following:

- Creative may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Creative may issue a partial award or split the award among various suppliers, if in the best interest of the ACR project.
- Creative may cancel this RFQ at any time.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the ACR project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Creative, at its sole discretion, will make a final decision on the protest for this procurement.

11. **Terms and Conditions:** This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Creative, the ACR project, or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Creatives' standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Creatives' standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- (b) Any award resulting from this RFQ will be firm fixed price, in the form of a lease agreement.
- (c) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: **Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.**
- (d) Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
- (e) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.
- (f) The title to any goods supplied under any award resulting from this RFQ shall pass to Creative following delivery and acceptance of the goods by Creative. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Creative.

Section 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Official quotation, including specifications of offered equipment (see Section 3 for example format)
- Copy of offeror's registration or business license (see Section 1.5 for more details)

Section 3: Specifications / Scope of Work

The table below contains the technical requirements of the commodities/services. Offerors are requested to provide quotations containing the information below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this Section 3 and submit a signed/stamped version to Creative.

REQUIREMENTS:

Creative Associates International, Inc. ACR invites your firm to participate in this competitive solicitation for pricing, delivery and terms of potential sale on diesel fuel.

DIESEL FUEL QUALITY:

Turkmenistan diesel fuel L62, the quality of the fuel offered, by the bidders for this bidding shall comply with the current ASTM Standard Specifications. The Low Sulphur Diesel fuel supplied must also meet the EPA Testing Standard by using one of the following ASTM methods: D129, D1552, D2622, or **D4294**.

MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, and to provide testing to proven the specifications.

DIESEL FUEL QUANTITY:

Based on ACR estimation, the contractor must supply an estimated quantity of 175,400 litres of diesel fuel per year, however the quantity may increase or decrease as this is an estimation.

FIXED PRICE:

The fixed price shall include delivery costs, pumping fuel into the reserve tanks, emptying tanks for cleaning purpose, and cleaning of the tanks.

FUEL VARIABLE PRICE:

Fuel is a commodity that has a variable value, it is simply impossible to predict how much a litre of fuel will cost in one week, month or year. Therefore, the fuel price shall be determined based on the market value of fuel in Kabul while delivery. In order to establish a rate at the time, spot checks shall be considered the fuel price. The lowest price out of the following big fuel supplier will be considered the market value of fuel at the time.

1. Mullah Trakhil Fuel Station
2. Kabul Paris Fuel Station
3. Pulee Pacha Fuel Station
4. Ahmad Yaar Fuel Station

Whenever it is determined that below mentioned fuel suppliers are high prices, ACR retain the right to amend the list.

Description	Quantity	Fixed Price	Fuel Variable Price	Total
L62 Turkmenistan diesel fuel per litre	1			
Estimated annual usage (litters)	175,400			
Total Price				

DELIVERY SCHEDULE:

The contractor must supply an estimated quantity of 3,800 to 5,000 litters of quality diesel fuel every six days at Creative-ACR office. ACR currently possesses one location but it may expand in the future and the contractor has an obligation to supply and deliver fuel to those locations which will be determined by ACR.

The contractor shall also supply and deliver fuel on Fridays, holidays, and special occasions as per ACR request.

CONTRACT:

A contract with the successful bidder will be executed for a period of one year. The contact may be terminated for cause immediately by IFES, whenever it is determined that the contractor has failed to comply with quality, quantity, delivery, and pricing terms of contract. ACR can terminate the contract providing no reasons to the contractor if giving 15 days' written notice of such intention. The Contractor can also terminate the contract only; if giving 30 days' written notice to ACR.

PAYMENT TERMS:

A 100% payment can be made upon delivery of fuel at ACR; however, the contractor should respect ACR payment procedure e.g. delay in payment. The contractor must also be fixable to receive its payment in both cash and cheque.

CHALLENGES:

ACR is located in Shashdarak Golayee Kolup- e – Askary. The trucks and mini-trucks are not allowed to enter this restrictive area during the day unless it has an authorization letter from Police District 2 or Police District 9. The contractor must obtain such authorization from Police Districts, ACR is willing to issue letters if required to ease the process of obtaining such authorization, but it is a responsibility of contractor.

Section 4: Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: ACR project
 Kabul City, Afghanistan.

Reference: RFQ no. ACR-094-2016

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Creative or ACR project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Creatives’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Email: _____

Company Registration or Taxpayer ID Number: _____

Company active bank account: _____

Official name associated with bank account (for payment): _____