

### Action Against Hunger Mission Afghanistan

Kabul, 16 June 2021

Applicant Name:

#### Our reference: FD KBL 00210

#### SUBJECT: INVITATION TO TENDER FOR VEHICLE RENTAL & TRANSPORTATION

Dear Mr/Ms

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by Action Against Hunger in writing at least 10 (ten) days before the deadline for submission of tenders. Action Against Hunger will reply to bidders' questions at least 7 (Seven) Days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender dossier with necessary documentation at the address specified in the Instructions to Bidders before 14<sup>th</sup> July 2021, as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Mushahid Ibne Raihan Logistics Head of Department



# Call for Tender *for* VEHICLE RENTAL & TRANSPORTATION

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### TABLE OF CONTENTS

A - INST	RUCTIONS TO BIDDERS	4
1.	Preamble	
2.	Purpose of the Call for Tenders	4
3.	Call for Tenders Schedule:	
4.	Questions and Clarifications	5
5.	Clarification meeting / site visit	5
6.	Eligibility	5
7.	Instructions to submit an Offer	6
8.	Call for Tender Process	7
9.	Period of validity	7
10.	Currency of tenders	7
11.	Language of offers and procedure	7
12.	Alteration or withdrawal of tenders	7
13.	Costs of preparing tenders	8
14.	Opening, evaluation of tenders and selection criteria	8
15.	Notification award and Framework Agreement signature	8
16.	Ownership of tenders	9
17.	Framework Agreement	9
18.	Cancellation of the tender procedure	9
19.	Ethics	
B – TECI	HNICAL and COMMERCIAL SPECIFICATIONS	
20.	Technical description of the Supplies	11
20.1	Lots	
20.2	Variation in quantity	
20.3	Documentation	
21.	Invoicing & Payment	
	nicles Maintenance Standards	
	A: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER	
	B:_Supplier Questionnaire	
Appendix	C:_DETAILED PRICING MATRIX	24
	D: BANK CERTIFICATE	
Appendix	E: AAH's GOOD BUSINESS REGULATIONS	29

### A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts Action Against Hunger General Terms and Conditions of Purchase by default, or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to Action Against Hunger Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

#### 1. Preamble

Action Against Hunger tackles the causes and effects of hunger and diseases that threaten the lives of vulnerable children, women and men.

Established in France in 1979, Action Against Hunger are a nongovernmental, non-political, non-religious, non-profit organisation.

Action Against Hunger opened a mission in Afghanistan in 1979, providing a range of lifesaving services while addressing the underlying conditions that give rise to deadly malnutrition and food insecurity, ensuring access to basic services and reducing vulnerability among communities faced with a number of threats to their security and well-being.

#### 2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the supply of Rental Vehicle and transportation service

The purpose of this Call for Tenders is to sign a Framework Agreement for a period of one year & half.

The Call for Tenders aims at selecting reliable equipment and supplier(s).

Total quantities mentioned in this Call for Tenders are estimates of Action Against Hunger's needs and can in no case be considered as a firm commitment from Action Against Hunger.

Each delivery will be triggered off by a Purchase Order issued by Action Against Hunger and will be submitted to the same conditions listed in the chapters below.

Required goods are divided into 4 (Four) lots and technical descriptions are detailed in Appendix A: Technical Requirements.

Lot #	Lot Name	Unit of Measure
А	Rental vehicle and Transportation – Kabul & Badakhshan Provinces	Vehicle
В	Rental vehicle and Transportation – Daikundi Province	Vehicle
С	Rental vehicle and Transportation – Ghor Province	Vehicle
D	Rental vehicle and Transportation – Helmand Province	Vehicle

A detailed description of the goods and services required by Action Against Hunger International is contained in the technical specifications (see APPENDIX A – Technical specifications).

#### 3. Call for Tenders Schedule:

	DATE	TIME*
Deadline for request for any clarifications from Action Against Hunger	30th June 2021	3:00 pm
Last date on which clarifications are issued by Action Against Hunger	4 <sup>th</sup> July 2021	5:00 pm
Deadline for submission of tenders (receiving date, not sending date)	14 <sup>th</sup> July 2021	5:00 pm
Tender opening session by Action Against Hunger	15 <sup>th</sup> July 2021	10:00 am
Notification of award to the successful tenderer	15 <sup>th</sup> August 2021	10:00 am
Signature of the contract	25 <sup>th</sup> August 2021	10:00 am

\* All times are in the local time of Afghanistan

## Please note all dates are provisional dates and Action Against Hunger reserves the right to modify this schedule.

Please note Action Against Hunger reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter into a competitive dialogue with the shortlisted companies.

#### 4. Questions and Clarifications

If Action Against Hunger, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following contact details, ideally by email, up to Ten (10) calendar days before the deadline for submission of tenders, specifying the **publication reference** and **the Tender title: VEHICLE RENTAL & TRANSPORTATION** 

Any prospective tenderer seeking to arrange individual meetings with Action Against Hunger during the tender period may be excluded from the tender procedure.

#### 5. Clarification meeting / site visit

No clarification meeting is planned for this Call for Tenders.

However, AAH wishes to visit the pre-selected participants' facilities to check the state of proposed vehicles, supplier's status and potentially the repair workshops.

Besides this visit (only applicable for pre-selected offers), no other meeting or individual meeting will be accepted by AAH during all tender process.

#### 6. Eligibility

Participation to this Call for Tender is open on equal terms to any natural and legal persons or company: individuals and companies can therefore submit an offer.

However, to comply with some of AAH's donors' rules, participants must clearly indicate their nationality or company's nationality and origin of the proposed goods.

Also, companies will be requested to include in their offer some additional documents that are not applicable for individuals.

In any case, whatever the status of the participants to this call for tenders, applicants must comply with the following rules:

#### Purchase Dossier: FD-KBL-00210

- 1. Must be legally authorized individuals or companies to do the business in Afghanistan.
- 2. Not involved in violation of human rights (Slavery, child labour, human trafficking)
- 3. Not restricted to conduct business by any local, national and international legal bodies

However, to comply with some of Action Against Hunger's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

#### 7. Instructions to submit an Offer

#### 7.1 – Response Format

The tender shall consist of one original paper copy placed in a sealed non-identifiable envelope, with the words **"not to be opened before the tender opening session"** written in English.

This sealed non-identifiable envelope shall be titled:

#### Tender Name: Vehicle Rental and Transportation Tender Reference: FD-KBL-00210

The tenders shall be sent by registered mail, by private courier service or personal delivery against receipt to the following addresses:

Kabul office: Street 8, Qalai Fathallah, Kabul – Afghanistan
Helmand Office: House# 03, Nahia 2, Lashkar Gah Helmand – Afghanistan
Ghor Office: Old Fameliha, Near to Traffic Department, Firozkoh city, Ghor – Afghanistan
Daikundi Office: East of Gole-i-Sib square, Daikundi – Afghanistan

#### So that it is received no later than @5:00pm 14th July 2021

An electronic version of the offer (through Email: <u>tender@af-actionagainsthunger.org</u>) will be much appreciated.

## While, sending through email the supplier must send the set of documentation / Tender dossier in .zip file.

Whichever format is chosen, offers must be received by Action Against Hunger no later than the 5:00pm 14th July 2021

## <u>NB</u>: Late proposals will not be accepted, and will be returned to the Proponent or discarded. Also, all proposals will be irrevocable after the Call for Tenders closing date

#### 7.2 – Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

- 1) "Supplier Questionnaire" duly completed. This questionnaire should be completed with all required information such as:
  - a) An original of the bid
  - b) Suppliers Questionnaire Form is attached, filled, signed and stamped
  - c) Proof of Company Registration/ valid business license in Afghanistan
  - d) Copy of Insurance policy (legal liability at a minimum).
  - e) A copy of bank solvency letter.
  - f) The details of the names, address and contact telephone of three (3) clients for whom the same type of supplies/services were provided in various and disperse geographic locations. AAH reserves the right to contact these references, without notifying the Tenderer.
  - g) An organisational (human resources) chart and CVs of key personnel to be involved in implementation of the Framework Agreement

- 2) "Pricing Matrix" or detailed Price offer with explanatory notes if necessary. Note that budgets must be in *Afghani* will be accepted.
- 3) "The Declaration of compliance and commitment to respect AAH Good Business Regulations" filled and signed by the duly authorised person.
- 4) AAH Terms and Conditions of Purchase (signed and approved by supplier)
- 5) If applicable, a letter specifying differences between the Supplier Sales conditions and AAH General Purchase Conditions.
- 6) "Technical Offer" completed in details with the products / services that the participant offers to answer to AAH needs.
- 7) A letter of the bidder's bank to guarantee the bidder's solvency (see Appendix D)

## Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer's proposal.

#### 8. Call for Tender Process

Action Against Hunger reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. Action Against Hunger does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

Action Against Hunger reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

#### 9. Period of validity

Suppliers shall be bound by their tenders for a period of sixty (60) days minimum from the deadline for submission of tenders.

However, the Prices and conditions defined in the Framework Agreement signed with the selected supplier will be valid for 1.5 year after Framework Agreement signature.

#### 10. Currency of tenders

Tenders must be presented in Afghani, TAX inclusive according to Afghan land law.

#### 11. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and Action Against Hunger must be written in English

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English (preferable).

For the purposes of interpretation of the tender, the version English will prevail.

#### 12. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

#### 13. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

#### 14. Opening, evaluation of tenders and selection criteria

The subsequent evaluation of the tenders shall be carried out in Kabul by an Evaluation Committee made up of representatives of Action Against Hunger.

The Framework Agreement will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

Tenders will be evaluated on the criteria listed below:

- Ability to meet the requirements of the Call for tenders
- Compliance with AAH terms and conditions
- Match between offered vehicles and AAH requirements (good state of vehicles, insurance of vehicle, equipment...)
- Total price offered per type of vehicles and ability to offer fixed prices over a certain period
- Availability/ replacement modality of the vehicles
- Bidders' customer references and positive customer experiences
- Bidder's from the area/locality will be preferable (additional points will be awarded)
- Insurance of the Vehicles
- Additional services

In general supplier's grading will be considered under following marking system:

Criteria	Marking
Financial Offer (i.e: Lowest/ most competitive Price will get highest Score)	40%
Technical Specificities & visit of Vehicle (offered vehicles based on AAH requirements)	30%
Administrative Document (business license, experience, solvency, DL, Veh. docs, Driver ID, etc.)	20%
Locality of Supplier for specific LOT	10%

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the Framework Agreement or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence AAH in its decision concerning the award of the Framework Agreement will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

#### 15. Notification award and Framework Agreement signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). AAH will send the signed purchase documents in two original copies to the successful bidder.

#### Purchase Dossier: FD-KBL-00210

Within seven (7) working days following the reception, the successful tenderer will sign, date and send back the Framework Agreement. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the Framework Agreement within seven (7) working days, AAH can consider after notification the award as null and void.

After selection, and before signature of the Framework Agreement, AAH will inspect the equipment and the teams of the selected tenderer that will be allocated for the works. AAH reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

The unsuccessful tenderer will be informed in written shortly after the award.

#### 16. Ownership of tenders

Action Against Hunger retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

#### 17. Framework Agreement

The Framework Agreement that will be concluded between the successful tenderer and AAH is done according to AAH standard Framework Agreement.

The Framework Agreement will be based by order of preference on the following elements:

- Terms and requirements as defined in the present Tender dossier
- AAH Terms and Conditions attached in <u>Appendix H</u> for additional elements not covered in the Tender Dossier
- The selected supplier's offer
- Specific conditions that differ from the above, offered by the supplier and explicitly accepted by AAH

By submitting an offer to this Call for tender, the tenderer accepts AAH's requirements detailed in this Tender dossier, as well as AAH Terms and Conditions of Purchase. If any remark or reserve were to be raised by the tenderer, they should be clearly written down in a free format document included in the tender. Such documents should include the tenderer's proposal to replace the discussed sections of the requirements or Framework Agreement.

If the tenderer submits an offer with no clear feedback on AAH Terms and Conditions, then AAH will consider its Terms and Conditions have been accepted in full by the tenderer; if the tendered is awarded the Framework Agreement, no discussion or request for change will be accepted on the conditions.

#### 18. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by Action Against Hunger. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- 1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- 2. The economic or technical parameters of the project have been fundamentally altered;

#### Purchase Dossier: FD-KBL-00210

- 3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
- 4. All technically compliant tenders exceed the financial resources available;
- 5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

Under no circumstances will Action Against Hunger be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if Action Against Hunger has been warned of the possibility of damages.

The publication of a procurement notice does not commit Action Against Hunger to implement the announced programme or project.

#### 19. Ethics

Action Against Hunger pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the Good Business Regulations as defined by AAH and introduced in the Appendix E of this tender dossier. The tenderers will have to fill and sign the Appendix E: Declaration of compliance & commitment to respect AAH Good Business Regulations.

### **B**-TECHNICAL & COMMERCIAL SPECIFICATIONS

#### 20. Technical description of the Supplies

#### The subject of the call for tender is the vehicle rental service of the following vehicles:

- 4x4 Flying Coach (Minivan), Manual gear box
- Sedan car (Toyota Corolla/Saracha type), manual/automatic gear box
- 4x4 4-Runner, manual/automatic gear box
- 4x4 flying coach (Minivan), manual/automatic gear box for transportation
- Truck with capacity of 3 MT
- Truck with capacity of 10 MT
- Truck with capacity of 14 MT

## The list of Vehicles along with photocopies of registration and insurance should be attached with the tender.

- ✓ The company should have minimum three years of experience in the similar area i.e transport line. Satisfactory Service Certificates from existing/past employers should be enclosed, in this regard
- ✓ Cars with Air-Conditioners to be provided by the Contractor should be in perfectly sound working condition and suitable for use by AAH users.
- ✓ The company should have adequate number of vehicles to be provided as Hire Vehicle. Each hired vehicle must have a back-up vehicle and a back-up driver. The Company must be able to do the back-up within 2 3 hours.
- ✓ The Company should have adequate number of drivers having experience of driving in Afghanistan in all weather.
- ✓ The company should ensure that the drivers employed hold valid driving license, are well behaved, reasonably educated, having communication skill in local &/or, English, conversant with traffic rules/regulations and city roads/routes as well as security instructions.
- $\checkmark$  Each driver employed by the firm must have a cell-phone duly activated
- $\checkmark$  No mileage will be allowed for lunch/ tea of the driver. Driver should carry his lunch
- ✓ The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
- $\checkmark$  The company should have a provision to take the bookings 24hrs / 7days.
- ✓ The vehicle shall always be provided with decent upholstery, clean seat covers, comfortable seat cushions, hand rests, ashtrays, window curtains and other basic fittings and accessories for a maximum comfort of passengers. All items shall invariably be in good working conditions.

#### Purchase Dossier: FD-KBL-00210

- ✓ The vehicle being rented by the Contractor with a driver, the driver remains the sole person responsible for the state of the vehicles. Any accident or collision will be the driver's responsibility and the Contractor cannot claim any repair reimbursement to AAH. The owner is responsible for all repairs and maintenance of the vehicle. The owner has to take immediate actions to maintain and repair the vehicle. Maintenance has to be done during days off (Friday and Saturday). Maintenance days will be agreed upon by AAH. AAH will not pay the days of immobilization during working days. The base for calculation of deduction is 22 working days per month.
- ✓ The vehicle shall also generally carry accessories like tool kit, consumables, rain coat, torch light, first aid kit, towing kits, chains, etc. which are to be arranged by the Contractor.
- ✓ In case of seizure of the vehicle by the Police or any other authority, it will be Responsibility of the Contractor to get the vehicle released. In such case and during such period, the Contractor has to arrange alternative vehicle within 1 2 hour/s.
- ✓ In case the Contractor is deputing a substitute Driver, during leave/absence period of the regular driver, the particulars related to the substitute Driver along with copy of valid driving licence shall also be submitted to AAH immediately before engagement.
- ✓ The Driver shall obtain the signature of user of the vehicle in the Log Book immediately after performing the duty. The initial meter reading shall be taken either at the AAH's gate or at the place of start of duty and shall get terminated at the AAH's gate or any other place where the duty ends.
- ✓ Each driver should follow COVID19 health & safety regulations and wear masks always on duty.

#### 20.1 <u>Lots</u>

The interested suppliers are required to bid by lots:

Lot #	Lot Name	Unit of Measure
Α	Rental vehicle and Transportation – Kabul & Badakhshan Provinces	Vehicle
В	Rental vehicle and Transportation – Daikundi Province	Vehicle
С	Rental vehicle and Transportation – Ghor Province	Vehicle
D	Rental vehicle and Transportation – Helmand Province	Vehicle

Tenderers can submit an offer for one or several or all lots.

Offers must clearly show what lots are included.

Offers must be submitted for the total quantity of each lot: offers submitted for a partial quantity of one lot will not be taken into consideration by Action Against Hunger.

#### 20.2 <u>Variation in quantity</u>

AAH reserves the right to vary the quantities stipulated at the time of ordering within a range of Ten percent (10%) of the Framework Agreement price. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured.

#### 20.3 <u>Marking</u>

In addition, each Vehicle might be marked with

- AAH logo (if required)

- Institutional donor logo (if any)
- The vehicle must be numbered
- Speed limit Logo
- No arms on board logo
- Additional Logos required by the programs

Any National flag, pictures, messages on the vehicle should be removed before providing the vehicle to AAH

#### 20.4 <u>Documentation</u>

The supplier must present the copy of the following documents together with the tender documents:

- Company's registration documents: registration and tax authorization
- Vehicle registration document;
- Copy of Insurance for the vehicles and passengers
- Driving License for the drivers
- Power of attorney for the person who will sign the Framework Agreement (if applicable)
- Copy of Framework Agreement between the company and driver
- Copy of Driver's ID card
- Last Maintenance Certificate/Technical check certificate

#### 20.5 Preliminary inspection

AAH has a right to inspect all the vehicles in accordance with AAH checklist in order to verify that all the vehicle parts are in operational conditions. For example : tires, exterior lights, engine drive belt, mirrors, body of the vehicle, etc.

#### 20.6 <u>Results of the preliminary inspection</u>

If the results of the preliminary inspection comply with the requirements defined in the Framework Agreement AAH will inform the supplier to perform its duty.

An unacceptable non-compliance will result in the refusal of the vehicle.

#### 20.7 Late Delivery

In the event of the Supplier being late for delivering the proper vehicle, a penalty of 1% (one percentage) of the total order amount (before tax) shall apply per 1 hour of the delay. These penalties do not apply in case of force majeure, or if the delay is the responsibility of AAH.

#### 20.8 Included Services

No matter if the offer is submitted by a rental company or by an individual owner, all offers for rental vehicles **MUST** include the following in the offered price:

- Maintenance
- Repair
- Insurance
- Driver
- Fuel

Additional services may be requested by AAH and should be priced as an option:

- Replacement vehicle

#### 21. Invoicing & Payment

#### 21.1 Invoicing

Each delivery will be set off by a Purchase Order issued by AAH and a proper Invoice will be issued by the Supplier for each and every delivery.

The invoice for each delivery shall be established in one (1) copies addressed to AAH, at the latest seven (7) days after delivery.

Each invoice will bear AAH Purchase Dossier number# FD-KBL-00210

The rules and procedures applicable by the Supplier with regard to the tax regime relative to the order are specified in the order; in the absence of this specification, the transporter is supposed to know and apply them.

#### 21.2 <u>Payment</u>

All payments will be exclusively made by cheque, after the rental period or at the end of each month.

In order to claim payments, the supplier must provide Action Against Hunger with the following documents for each lot/quantity supplied:

- One original invoices
- Delivery notes signed by Action Against Hunger representative

The currency of payment is Afghani

If the currency of payment differs from the currency of the Framework Agreement amount, the rate to be used will be Central bank of Afghanistan rate on the date of payment.

Payment will occur 7 days after the Invoice is received and accepted by AAH.

#### 21.3 Specific Condition

The Contractor declares to understand the humanitarian purpose of the activities of AAH and agrees that the working principles related to the neutrality and impartiality of the organization will fully apply during the Framework Agreement period.

AAH's visibility material such as stickers and flags provision might be available if on the vehicles; HF and VHF radios with antennas may also be installed inside the vehicles.

No passengers and no goods should be transported in the vehicle without the previous authorization of AAH

AAH cannot be hold responsible for:

- Any material or physical damage that could happen due to the accident;
- Natural disaster and war acts
- Banditry acts

#### 22. Conditions of Use

#### Provision of rental vehicles:

Framework Agreements will be signed by AAH and the selected suppliers. These Framework Agreements will detail the type of vehicles, price, included services, conditions of use, etc....

Whenever AAH will need to rent a vehicle, AAH will issue a Purchase Order mentioning the reference of the Framework Agreement and the agreed conditions will automatically apply.

#### Geographical Use:

Vehicles will be used in Afghanistan based on LOT's.

#### Unlimited Mileage:

Vehicles will be used without any restriction on mileage: the offered pricing must include an unlimited use in terms of mileage.

#### Length of use:

Vehicles will be rented per day or month.

If AAH needs to start a rental in the middle of the month, a proportional amount of the monthly rate will be invoiced to AAH.

Vehicles will be at AAH disposal 24/7.

#### Maintenance:

Full maintenance of vehicles will be included in the offered rental price.

Participants to this call for tender will commit to apply AAH rules in terms of vehicle maintenance (see appendix A).

Maintenance will be planned jointly by AAH and the driver or owner of vehicle and will mandatorily be scheduled outside the hours of use.

If it is not possible to plan the maintenance outside of the hours of use, a replacement vehicle will be provided by the owner, with no additional cost for AAH.

#### ➤ <u>Tyres:</u>

The owner of vehicles will pay for replacement of used tyres.

The owner of the vehicle will pay for replacement of tyres due to improper use.

#### Repair:

In case of breakdown or any technical issue with the vehicle (no matter what type of issue:

mechanical, electrical, bodywork, etc...), the owner will send a specialized Contractor at the latest twenty-four hours (24h) after AAH has informed the owner of the breakdown.

The owner of the vehicle will send the Contractor onsite, and he will fix the breakdown.

In case the breakdown cannot be fixed within one hour (1h), a replacement vehicle will be provided by the owner, with no additional costs for AAH.

#### <u>Replacement Vehicle:</u>

As stated above, the owner must be able to provide a replacement vehicle similar to the one rented by AAH, with no additional cost for AAH, when:

- maintenance cannot be planned outside working hours and requires more than two hours (2h) of immobilization

- a breakdown cannot be fixed in two hours (2h)

#### 23. Drivers

Companies and individuals submitting an offer to this Call for tenders must be able to provide an experienced driver for each vehicle.

AAH reserves the right to rent a vehicle without a driver, and later decide that a driver is needed for this vehicle.

AAH commits to request a driver at the latest two (2) working days before the required date of disposal. If a driver is requested in the middle of a week or month, a proportional amount of the monthly rate will be invoiced to AAH.

#### Criteria for drivers :

Drivers must comply with the following:

- Minimum 3 years experience as a professional driver
- Owner of a driving license for at least 2 years
- Successfully pass a driving test with an AAH representative
- Respect and comply with AAH driving rules, security rules & process And Afghanistan Traffic law

#### Drivers' responsibilities:

Drivers will be required to:

- Comply with AAH driving and safety rules
- Follow AAH's representative requirements
- Take the vehicle to the garage if needed for maintenance or repair
- Perform the daily and weekly checks according to AAH maintenance guidelines

#### <u>Replacement of a Drivers:</u>

AAH reserves the right to ask for another driver if one has not successfully pass the driving test. Also if an approved driver is not available anymore, the vehicle owner commits to assign a new driver at the latest twenty-four hours (24h) after the initial driver has been unavailable.

### **AAH Vehicles Maintenance Standards**

#### Service "A": Minimum Service

- Clean the engine
- Change the engine oil
- Clean and drain the water separator
- Clean the air filter
- Check the oil level: gearbox, transfer box, differentials, axles
- Check for water in the axles (if water mixed in, change the oil).
- Clean the axle breathers union and hose.
- Grease the transmission and steering system (8 nipples).
- Check the condition of the suspension: insulators (rubber bushes), spring blades and shock absorbers.
- Check the condition of the rear and the front engine mountings.
- Check the condition of the exhaust pipe and the insulators (rubber mountings).
- Check the condition and tension of the belt.
- Check the different warning lights of the dashboard.

#### => to be performed every 2 500 km

#### Filter Service 'B': Minimum Service A plus the following:

- Change the diesel filter
- Change the oil filter.
- Check the clearance in front wheel hubs and front axle swilling boxes by shaking strongly the front wheels.
- Check the clearance in the steering system
- Check the pads or shoes of the front breaks and correct if necessary

#### => to be performed every 5 000 km

#### Complete service "C": Service "B" plus the following:

- Change oil in gearbox, transfer box, axle.
- Check rear brake shoes.
- Grease hinges and locks of doors.
- Grease tilt mechanic of steering system.
- Change the tyres if necessary.

#### => TO be performed every 10 000 km

## Appendixes

Appendix A: Technical Specifications

Appendix B: Supplier Questionnaire

Appendix C: Detailed Pricing Matrix

Appendix D: Bank Certificate

Appendix E: AAH's Good Business Regulations

### Appendix A: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

Please specify the vehicle information* that you are holding,	/ provide for the 1.5 (one & half) year service period:
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Vehicle Type						
Brand and Model						
Driving wheel						
Drive wheel / Power wheel						
Number of Seats						
Horsepower						
Engine capacity						
Fuel type						
Payload						
Construction Year & Mileage of vehicle						
Seat Belt (front & Back)						

General State					
Air – Condition					
Power Steering					
Airbags for driver and passenger					
Safety step					
Roof rack					
Fire Extinguisher					
Tool Box					
First Aid Kit					

\* if the supplier has more than 10 vehicles, he can use separate a document for details vehicle listing of all vehicles

### Appendix B: Supplier Questionnaire

#### Company Name:

#### Publication reference:

Company Name:	
Company Address:	
Contact Name:	
Contact Position / title:	
Contact Details (Phone / Email):	

Cor	Company Information:					
1	Is your company registered in Afghanistan? Please provide a copy of Registration.					
2	When was it registered?					
3	Is your company part of an international company?					
4	Do you have other offices in the country ? Where?					
5	How many employees work for your company in-country?					
Fin	ancial Information:					
6	What is your yearly income in USD over the last 3 years: (optional)					
Α	Last Year (2020):					
B	Previous Year (2019):					
С	Previous Year (2018):					
7	Can you provide audited Financial accounts upon request?					
8	Please provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix)					
Cus	stomer References:					
9	Have you worked in the past with AAH (detail year and activity)?					
10	Please provide names and contacts of 3 customers (Humanitarian NGOs) to whom you have recently provided the same kind of products / services					
11	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of products / services					
Tec	chnical Capacity:					
12	What is your core activity?					
13	What other services do you offer?					
14	How many vehicles are available in your fleet? Average age of your fleet (any Veh. before 2001 manufacture is not acceptable)? Do you					

	have any vehicle above 80,000 km? if yes, please specify the numbers veh.	
15	If you act as a broker or represent an owner association (formal or informal), can you give evidence of past experience in this business in Afghanistan? (Please, attach relevant documentation as Framework Agreements signed by your company for cars not part of your fleet or any agreement you might have with other car owners). Please, explain briefly how your relationship is with other owners is framed.	
16	Are all vehicles proposed insured on a comprehensive insurance cover?	
17	Are your drivers employed on long-term Framework Agreement or casual?	
18	Do you accept electronic SPO – Supplier Purchase Order (scan) to confirm an order?	
19	What is an average time needed by your company to deploy on site a replacement vehicle in case one develops a mechanic issue?	
20	Can the supplier provide maintenance ? If yes : - With its own mechanics / its own repair workshops ? - With a network of partnering garages ? (please detail)	
21	Is Maintenance (as defined by AAH) included in Rental costs ? (pls, include in case not)	
22	Can the supplier handle maintenance everywhere in the country ? please explain the conditions (agreements with local repair shops, Mobile maintenance truck, etc)	
23	How long does it take to send a mechanics or technical team to repair a vehicle within Kabul/ GHOR/ DK/ Helmand? and outside	
24	Does the supplier include a towing service? How many towing trucks does the company own? What are the conditions to benefit from free towing? Anywhere in the country?	
Sub	bcontracting	
25	Which products / services do you generally subcontract?	
26	Which products / services would you specifically subcontract in AAH project?	
27	What are the names and Registration numbers of the companies you would subcontract to?	
Fin	nancial Conditions:	
28	What is the validity of your offer? (60 days):	
29	If you get awarded the Framework Agreement, will you offer fixed prices 1.5 year?	
30	If not, what is the maximum price variation you can commit on (no more than 7% price increase, for instance)?	
31	In which currency do you invoice your customers?	
32	When do you issue the invoice?	
33	When do you expect payment?	
Qu	ality of the vehicles proposed	

34	Please, confirm that security belt for front and rear seats, extinguishers and first aid kit are available in each vehicle?	
35	Please, confirm that airbags for front seat are available in each vehicle. If also available for back seats please indicate it here	
36	Please, confirm that tool box and comprehensive spare part selection to fix any minor technical problem occurring while in the field (fan belt, fuse, fuel filter, spray tyre, etc.) are available in the vehicle	
37	Please, confirm that your drivers can move in all over Afghanistan?	
38	Are your vehicles equipped with some bull bar which can welcome HF tuner antenna?	

Cus	stomer care and complaints	
39	Do you have a central person to handle complaints from clients? Who is currently the person (Please, indicate position and title) in charge of handling customer complaints?	
40	Which steps would you like to address your customer's complaints related to repeated reports of high consumption of a vehicle?	
41	Which steps would you take to address your customer's complaints related to repeated reports of over speeding from the driver?	
Ext	ra Services	
42	Would you assign one account manager to AAH's account or would you have several agents assigned to AAH?	
43	Are your vehicles equipped with tracking device? If yes, please, detail type of reports provided by the device and if you would accept to share them with AAH on monthly basis or in case of investigation needed?	
44	Are your vehicles equipped with roll bars or other additional safety measures/modifications?	
45	Are your drivers trained to first aid and defensive training? If no, please, indicate of you would accept to share the cost of those trainings with AAH under terms to be discussed?	

## Appendix C: DETAILED PRICING MATRIX

LOT A: Rental vehicle and Transportation -	- Kabul & Badakhshan	Provinces
Model & type of vehicle	Price* per Day/ Trip	Price* Per Month
4 x 4 flying coach (Minivan) – Kabul		
4 x 4 flying coach (Minivan) – Badakhshan		
4 x 4 4-runner (SUV) – Kabul		
4 x 4 4-runner (SUV) – Badakhshan		
2 x 4 flying coach (Minivan) – Kabul		
2 x 4 flying coach (Minivan) – Badakhshan		
Sedan car (Corolla/Saracha type) – Kabul		
Sedan car (Corolla/Saracha type) – Badakhshan		
Model & type of vehicle	Price* one-way Trip	Price* Round -Trip
Transportation cost from Kabul to Daikundi		
through 4x4 flying coach		
Transportation cost from Kabul to Ghor		
through 4x4 flying coach		
Transportation cost from Kabul to Lal district		
of Ghor province through 4x4 flying coach		
Transportation cost from Kabul to Helmand		
through 4x4 flying coach		
Transportation cost from Kabul to Badakshan through 4x4 flying coach		
Transportation cost from Kabul to Wakhan		
district of Badakshan province through 4x4		
flying coach		
Transportation cost from Kabul to Daikundi through Truck 14 MT		
Transportation cost from Kabul to Ghor		
through Truck 14 MT		
Transportation cost from Kabul to Lal district		
through Truck 14 MT		
Transportation cost from Kabul to Helmand		
through Truck 14 MT		
Transportation cost from Kabul to Helmand		
through bus 303		
Transportation cost from Kabul to		
Badakhshan through Truck 14 MT		
Transportation cost from Kabul to Wakhan		
district of Badakhshan through Truck 14 MT		

LOT B: Rental vehicle and Transportation -	- Daikundi Province	
Model & type of vehicle	Price* per Day/ Trip	Price* Per Month
4 x 4 flying coach (Minivan) – Daikundi		
4 x 4 4-runner (SUV) – Daikundi		
4 x 4 Sedan car (Corolla/Saracha type) – Daikundi		
Model & type of vehicle	Price* one-way Trip	Price* Round -Trip
Transportation cost from Daikundi to districts through truck 7 MT		
Transportation cost from Daikundi to districts through truck 10 MT		
Transportation cost from Daikundi to districts through truck 14 MT		
4 x 4 Flying Coaches Daikundi to Kabul 4 x 4 Flying Coaches Daikundi to different		
district 4 x 4 Flying Coaches Daikundi to different		
district 4 x 4 Flying Coaches Daikundi to different		
district 4 x 4 Flying Coaches Daikundi to different		
district		
4 x 4 Flying Coaches Daikundi to different district		

Ghor Province (CCN &	: LAL)
Price* per Day/ Trip	Price* Per Month
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LOT D: Rental vehicle and Transportation – Helmand Province		
Model & type of vehicle	Price* per Day/ Trip	Price* Per Month
4 x 4 flying coach – Helmand		
Sedan car (Corolla/Saracha type) – Helmand		
4 x 4 4-runner (SUV)– Helmand		
Madal & tree of webials	Price* one-way Trip	Price* Round -Trip
Model & type of vehicle Transportation cost from Helmand to Nawzad	Price one-way Trip	Price' Koulia - Inp
through truck 3 MT		
Transportation cost from Helmand to Nawzad through truck 10 MT		
Transportation cost from Helmand to Nawzad through truck 14 MT		
Transportation cost from Helmand to Nawzad		
through flying coach		
Transportation cost from Helmand to districts		
through truck 3 MT		

Transportation cost from Helmand to districts	
through truck 10 MT	
Transportation cost from Helmand to districts	
through truck 14 MT	
Transportation cost from Helmand to districts	
through flying coach	
Transportation cost from Helmand to Kabul	
through truck 3 MT	
Transportation cost from Helmand to kabul	
through truck 10 MT	
Transportation cost from Helmand to Kabul	
through truck 14 MT	
Transportation cost from Helmand to kabul	
through flying coach	

\* all prices are in Afghani

Validity of this offer (minimum 60 days)	
Commitment to offer fixed prices for 1.5 year if Framework Agreement is awarded to your company?	
Payment Conditions:	
Is Tax included?	

### Appendix D: BANK CERTIFICATE

#### Document to be copied by the BANK on its own Letterhead paper.

#### SOLVENCY CERTIFICATE

I undersigned(name)
Acting in my quality of(position in bank)
On behalf of Bank
Having its registered address
And fully authorized to represent it,
Hereby certify that(Company name)
Having its registered office in(Company address)
And legally represented by(Company rep)
Owns a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

### Appendix E: AAH GOOD BUSINESS REGULATIONS

These Good Business Regulations are the ground for a professional working relationship between Action Against Hunger and the suppliers.

They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.

#### I. Principles of the procurement procedures

Action Against Hunger has transparent procedures to award markets. Essential principles are

- *Transparency* in the procurement process
- Proportionality between the procedures followed for awarding contracts and the value of the markets

- Equal treatment of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the market
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

#### II. Misbehaviour, ineligibility and exclusion

Action Against Hunger considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- Fraud defined as any intentional act or omission relating to:
  - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of Action Against Hunger or institutional donors funds
  - Non-disclosure of information, with the same effect
  - The misapplication of such funds for purposes other than those for which they were originally granted
- Active corruption: to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage Action Against Hunger or institutional donors financial interests
- **Collusion**: the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer Action Against Hunger employees monetary or in kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding Action Against Hunger.

- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

## Action Against Hunger will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have enter into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that Action Against Hunger can justify
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where Action Against Hunger mission is operating or those of the country where the contract is to be performed
- They have been the **subject of a judgement** that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

## Action Against Hunger will not award contracts to candidates or tenderers who, during the procurement procedure:

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required Action Against Hunger as a condition of participation in the contract procedure or fail to supply this information

#### III. Administrative and financial sanctions

In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices Action Against Hunger will impose:

#### Administrative sanctions:

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

#### - Financial sanctions:

Action Against Hunger will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by Action Against Hunger.

#### IV. Information of and access for the Donors

Action Against Hunger will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of Action Against Hunger's institutional donors for the purposes of checks and audits.

#### V. Documents to be a supplier

Hereafter is the minimal documentation a contractor working with Action Against Hunger will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact

Important note: Additional documentation may be required for a particular market.

In addition the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

#### VI. Anti-Corruption Policy

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistleblower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation.

Reports are to be sent as follows: abusereport@af-actionagainsthunger.org

#### TO BE FILLED OUT BY THE BIDDER

I, undersigned ...... representative name...... representative of ...company name...... certified that I have read and understood these regulations.

Last, I hereby certify that ...... *company name* ...... is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier's responsibilities mentions in this document extend to any supplier affiliates and subsidiaries.

Name:

Date:

Position:

Stamp:

<u>Signature</u>: