



**REQUEST FOR QUOTATION (RFQ) FOR  
Computers and Printers for Supreme Court**

**RFQ REFERENCE NO: RFQ – 08 - 01**

**DATE: August 17, 2020**

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**SECTION. 1-1**  
**INVITATION LETTER**

Dear Sir/Madam,

**Subject: Computer and Printers for Commercial Courts of Supreme court**

Harakat – Afghanistan Investment Climate Facility Organization (H-AICFO) (hereinafter referred to as Harakat) is pleased to invite prospective bidders to submit a quotation for the provision of goods/services in accordance with the Harakat General Conditions of Contract and the Schedule of Requirements as set out in this Request for Quotation (RFQ).

The RFQ consists of the following:

- 1). Brief About Harakat
- 2). Invitation Letter
- 3). Instruction to IT service supplier
- 4). Scope of quotation and bidder's eligibility criteria (technical + Financial criteria)
- 5). TERMS + Deliverables

If you are interested in submitting a quotation in response to this RFQ, please prepare your quotation in accordance with the requirements and process as set out in this RFQ and submit it to Harakat by the deadline for quotation submission set out in the Section RFQ Particulars.

We are looking forward to receiving your quotation.

Approved by:

Noor Alam Hakimyar

CEO- HAKAKAT

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## *SECTION 1.2*

### **BRIEF ABOUT HAKAKAT – AFGHANISTAN INVESTMENT CLIMATE FACILITY ORGANIZATION (H-AICFO)**

Harakat was established in 2008 as an independent entity to deliver investment climate reforms to drive private sector-led growth in Afghanistan. Headquartered in Kabul, Harakat is currently funded by the UK Government’s Department for International Development (DFID) as the Lead Funder, and co-funded by Swedish International Development Co-operation Agency (SIDA) under the Afghanistan Investment Climate Program (AICP). Harakat is registered with the Ministry of Economy, Government of the Islamic Republic of Afghanistan (GIRoA) as a Non-Governmental Organization (NGO).

Harakat aims to improve Afghanistan’s business environment by making it easier to do business in Afghanistan; attracting viable investments, both domestic and foreign, increasing confidence of the private sector; assisting the government to increase revenue generation and ultimately generating new jobs.

Harakat work focuses on five main areas: (1) Public Private Partnerships; (2) Legal and Regulatory Reform; (3) Investor Facilitation; (4) Women’s Economic Empowerment; and (5) Public Private Dialogue. There will also be cross-cutting work in areas such as public-private dialogue.

Harakat will design specific areas of intervention for the four Program Pillars, and will link them to measurable outcomes and indicators, to ensure positive impact, procure appropriate suppliers to deliver work under each Pillar, and manage these suppliers closely. Harakat works with a wide range of stakeholders including liaison with senior representatives in the Government of Afghanistan, the Private Sector, and the Civil Society at large.

Under the AICP, Harakat expects to contribute significantly to Afghanistan’s economic growth by 2023. More information is available on Harakat’s website, at: <http://harakat.af/>.

**SECTION:2**

<b>INSTRUCTION TO SUPPLIERS</b>	<b>SPECIFIC REQUIREMENTS</b>
<b>Scope of Quotation</b>	Harakat organization is looking for qualified firms to procure IT equipment's such as computers and printers.
<b>Contact person for correspondence, notifications and requests for clarifications</b>	All correspondence, notifications and requests for clarifications in relation to this RFQ shall be sent to;  Harakat Procurement Department <a href="mailto:procurement@harakat.af">procurement@harakat.af</a>
<b>Clarification</b>	Requests for clarification from bidders will not be accepted by any later than 25 <sup>th</sup> August 2020
<b>Deadline for Submission of Quotation</b>	Date and Time: 11:00 AM Tuesday 1 <sup>st</sup> September 2020  This is an absolute deadline, Harakat will not consider any proposal beyond the mentioned time and date
<b>Method of Submission</b>	All bidders are required to submit their sealed proposal to Harakat office
<b>Address for Quotation Submission</b>	Personal Delivery/ Courier mail/ Registered Mail: <i>Address: street 3, sub-street 3, Wazir-Akbar Khan Kabul, Afghanistan</i>  Electronic submission of Quotations: Not Applicable  Note: Quotations should be submitted to the designated address by the date and time of the deadline given above.
<b>Bid Opening</b>	The bid-opening will take place on 1 <sup>st</sup> September 2020 at 11:30 AM
<b>Language of the Quotation</b>	All quotations, information, documents and correspondence exchanged between Harakat and the Bidders in relation to this RFQ process shall be in English.
<b>Quotation Validity Period commencing after closing date of RFQ</b>	<b>15 Days -commencing from 1<sup>st</sup> September, 2020 and ending on 15 September, 2020.</b>  Harakat may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request to vender will be communicated in writing.

<b>Payment Terms</b>	<b>100% after receipt and check of equipment</b>
<b>Duties and Taxes</b>	<p>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 valid business license to support the 4% BRT tax. Harakat withholds withholding taxes in accordance with the Income tax law of Afghanistan.</p>
<b>Evaluation method and criteria</b>	<p>Quotations shall be evaluated to determine the lowest price most technically acceptable offer. Evaluation shall be conducted as follows:</p> <p><b>Preliminary Examination:</b> The following eligibility and formal criteria will be reviewed for compliance:</p> <ul style="list-style-type: none"> <li>○ Bidder is eligible as defined in the section 2.1 below, of this RFQ</li> <li>○ Completeness of the Quotation. All Returnable Bidding Forms and other documentation requested have been provided and are complete</li> <li>○ Bidder accepts Harakat General Conditions of Contract,</li> </ul> <p>At any time during the evaluation process Harakat may request clarification or further information in writing from Bidders. The Bidder's responses shall not contain any changes regarding the substance, including the technical and financial part of their quotation. Harakat may use such information in interpreting and evaluating the relevant quotation.</p>
<b>Partial quotations</b>	<p>Partial quotations shall not be allowed. Bidders must quote prices for the total goods and/or services for the total requirement requested under Section III: Schedule of Requirements. Evaluation will be done for the total requirement. Alternative quotation isn't acceptable.</p>
<b>Documents comprising the Quotation</b>	<p>Bidders shall include the following documents in their quotation:</p> <ol style="list-style-type: none"> <li>1. Technical Proposal-Standard forms</li> <li>2. Financial Proposal- Standard Forms</li> <li>3. Deliverable along with specific maturity date- and</li> <li>4. All others as mentioned in the invitation letter</li> <li>5. Valid Business License</li> <li>6. Evidence of similar past experience</li> </ol>

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**Type of Contract to be awarded**

**Harakat will sign the Service Contract based on deliverables with the awarded Bidder(s):**

**Signing of Contract**

**Harakat is planning to award this contract on lump-sum or on deliverable basis as appropriate taking into account ground realities and conman practices- Harakat will be having exclusive discretionary power to determine whether to be on Lump sum or on deliverables' basis.**

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## SECTION:2.1

### SCOPE AND BIDDERS ELIGIBILITY

#### **1. SCOPE OF QUOTATION**

Bidders are invited to submit a quotation for the goods and services specified in Section 2.3 in accordance with this RFQ.

#### **2. INTERPRETATION OF THE RFQ**

This RFQ is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. This RFQ is conducted in accordance with the applicable provisions of Harakat Procurement Manual. In case of contradictions between this RFQ and the Harakat Procurement Manual, the Harakat Procurement Manual shall prevail.

#### **3. BIDDER ELIGIBILITY**

1). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

2). The Bidder is also deemed to have a valid business License in accordance with the provision of the laws of the country- while applying and during the bidding process at least until the bid validity days- time- bard and expired license during the bidding process will automatically turn the bidder disqualified for the bid.

3). A Bidder shall not have a conflict of interest. A bidder shall be considered to have a conflict of interest if:

- A Bidder has a close business or family relationship with a Harakat personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- A Bidder is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Harakat to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
- A Bidder has an interest in other bidders, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid. Bidders must disclose any actual or potential conflict of interest in the Quotation Submission Form and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to Harakat. Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned further to Harakat policy on vendor sanctions.

(4). The winning bidder shall provide performance guarantee up to 10% of the total project cost.

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**(5). Collateral damages: the bidder will pay 1% pf the total Project Cost on compound basis for the delay of each day. The damage shall not exceed 10 % of the total project cost. The winning bidder is obligated to provide all the deliverables within 15 days of the contract award date**

**(6). Harakat has the right to disqualify one, none, all the bids/, terminate of postpone the process on its own and inherited discretionally power being vested in authority to manage the process.**

**(7). The winning bidder will be selected based on lowest price technically acceptable criteria**

**(8). The companies are required to furnish all the information in the templet or as per the templet mentioned in this RFQ otherwise- the company or companies will not be considered legible for further process.**



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## SECTION 2.3

### TERMS OF REFERENCE + DELIVERABLES

On January 13, 2020, Harakat launched its first project under its Afghanistan Investment Climate Program (AICP). The project has two components, whereas, the first one focuses on training 240 judges and prosecutors on commercial and financial laws in 34 provinces and in 8 economic zones. This project aims to strengthen the rule of law by improving and enhancing the capacity of judges, prosecutors, and other officers of the justice sector in Afghanistan. It will also help the private sector in the commercial arena by broadening understandings of the sector on legal matters. In effect, it will enhance the business environment in Afghanistan and reduces time and cost for the private sector while dealing with commercial matters. The overall impact is to improve private sector confidence in commercial courts.

The second component of the project focuses on establishing an online portal for the Supreme Court. The portal will be merged with commercial courts where commercial court's jurisdiction will be uploaded from all over the country. It aims to enhance transparency on commercial court decisions. Ultimately, improving private sector awareness and confidence on the commercial court's decisions. The portal will also provide private sector with in-time information regarding primary and final decisions of commercial cases. This will foster commercial cases outreach to public who are interested to dig-in in commercial courts decisions. Online publication of commercial court cases will also improve the capacity of courts to utilize evolving technology in gaining public and more importantly the private sector confidence in formal judicial system.

In order to facilitate the second part of the project, Harakat has already awarded a contract to an IT firm to establish online portal. Harakat based on request from commercial court realizes the fact that the commercial court requires substantial IT equipment's. In order to upload commercial court cases. Therefore, Harakat provide prospective bidders to provide their quotation in accordance with technical specification stipulated in the technical section of this RFQ.

#### 1. DELIVERABLES

**Prospective bidders are requested to provide their detailed technical and financial proposal based on the key deliverables listed in the below:**

Technical Specification	Quantity	Type	Unit Cost	Total Cost
<p>8th Generation Intel Quad-Core i7-8550U; 1.8GHz(up to 4.0GHz); Cache 8MB, 8 Treads 8GB 2400MHz DDR4 SDRAM,1TB Hard Disk Drive, 15.6-inch FHD (1920 x 1080) IPS True-life WLED Display, 4GB Dedicated Graphics , Stereo speakers, 1x. SD Card Reader, 1x USB 2.0, 1x Noble Lock Security Slot. 1xRJ45 Ethernet 1x HDMI, 2xUSB 3.0 ,1x Headphone Windows 10 Professional, Backlit Keyboard, 720p HD Webcam, Bluetooth 4.1, 802.11ac, Maxx Audio Pro Original 1year full warranty.</p>	30 Pcs	Dell Inspiron 5583 (Laptop)		
<p>Print Speed: Black: Up to 26 ppm; First Page Out Black: As fast as 8.5 secPrint Resolution: Up to 600 x 600 x 2 dpi; Technology Resolution: HP Ret, HP FastRes, Scan Resolution: Up to 1200 x 1200 dpi; Scan Type: Flatbed, ADF Copy Resolution (Black Graphics): Up to 1200 x 1200 dpi; Max Copies: Up to 99 copiesFax Resolution (Black): 203 x 196 dpi; Fax Speed Dialing, Max Numbers: 120 numbers Standard Connectivity: 1 Hi-Speed USB 2.0 port, 1 10/100 Ethernet network port Duty Cycle (Monthly): Up to 8,000 pages Duplex Print Options: Automatic (standard) Original one year full warranty. With usb cable</p>	30 Pcs	HP LASERJE M227 SDN (Black and White)		

**Form FIN-1**

[To be filled in by the Service Provider]

**Financial Proposal Submission Form**

{Location, Date}

**To:**

**Harakat–Afghanistan Investment Climate Program**

**Address: street 13, sub-street 3, Wazir-Akbar Khan Kabul, Afghanistan**

**Dear Sirs:**

We, the undersigned, offer to provide the IT equipment in accordance with your Request for Quotation **dated 17/08/2020** and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, “excluding” of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

**Authorized Signature {In full and initials}:**

**Name and Title of Signatory:**

**In the capacity of:**

**Address:**

**E-mail: \_\_\_\_\_**

**{For a joint venture, either all members shall sign or only the lead member/service provider, in which case the power of attorney to sign on behalf of all members shall be attached**