Invitation to Bid

Danish Refugee Council
Rabia Balkhi Street, Imam Faqiah Baghlani
St Ln 3, House # 29, Kart-e-Char (4), PD3
Kabul Province, Afghanistan

26th November 2026

To: All qualified bidders who are interested in bidding for the Supply & Delivery of Construction Material.

Invitation to Bid No.: ITB-AFG-AFC-023-2026 Supply & Delivery of Construction Material

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received grants from various donors for the implementation of the humanitarian aid operation in Afghanistan. Part of this operation is the supply and delivery of construction materials for various districts in different provinces of Afghanistan.

To support DRC in Afghanistan and its projects, DRC is procuring large amounts of construction Materials for three lots covering
Lot Number 1- Nangarhar Province (Lot 1.1 Haska Mena, Lot 1.2 Speen Ghar and Lot 1.3 Achin District, Lot 1.4 Shinwar Ghani Khil District, Lot 1.5 Kot and Lot 1.6 Kuz Kunar District).
Lot Number 2- Kunar Province (Lot 2.1 Sawkai and Lot 2.2 Noor Gal District).
Lot Number 3- Nuristan Province (Lot 3.1 Paroon District, Lot 3.2 Kantiwa District) and is looking for a supplier(s) under a Purchase Agreement (PA). DRC Afghanistan plans to enter into a Purchase Agreement for the duration of two years (24 months), with the possibility of renewal for the duration of another (12) months, depending on the supplier(s)' performance and availability of funds.

Therefore, the DRC requests that you submit a bid for the supply of the items listed on the attached DRC Bid Form Annex A.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
•	ITB published date	26th November2026
•	**Invitation to Clarification Technical Bid Meeting for Bidders**	06th December 2026 @ 05:30 AM-UTC 10:00 AM Afghanistan local time DRC East Area Office, PD# 03, Next to Nangarhar University Teaching Hospital, House# 15, DRC Office The DRC Supply Chain team cordially invites all interested bidders to a clarification meeting concerning the Invitation to Bid (ITB). This session is designed to address inquiries related to the ITB and will guide bidders in submitting their documents as per the requirements. To register for the clarification meeting, please send an email to: afg-procurement@drc.ngo Deadline for Email Registration: 05th December 2026 A link will be provided upon receipt of your registration request.

		DRC encourages all eligible bidders to participate in the scheduled pre-bid clarification meeting physically or online to have more clarity on the project sites for delivery and materials quality. We highly encourage all bidders seeking clarification to attend. Your participation is greatly appreciated. For those wishing to join the meeting online, a link will be provided upon receipt of your registration request. Suppliers awarded a Purchase Agreement are expected to fulfil all delivery obligations in accordance with the agreed contract terms. In the event of non-performance or delays in delivery, the Purchase Agreement may be subject to termination, and such performance may be taken into consideration when evaluating future business engagements and tender participation opportunities.
•	Closing date for clarifications	10th December 2026 @ 11:30 AM-UTC **4:00 PM Afghanistan local Time**
•	Closing date and time for receipt of bids	19th December 2026 @ 11:30 AM-UTC **4:00 PM Afghanistan local Time**
•	Tender Opening Location	DRC EAST Area Office, Jalalabad, Afghanistan House #15, next to Nangarhar Teaching Hospital, PD# 3
•	Tender Opening Date and Time	20th December 2026 @ 05:30 AM-UTC **10:00 AM Afghanistan local time**

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE.

In line with our commitment to sustainability, DRC would appreciate efforts to reduce paper wastage and resource consumption during the tendering process. We encourage all participants to consider digital submissions and minimize the use of paper wherever possible.

II. IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is being launched for the purpose of establishing a framework agreement with the supplier for the supply and delivery of Construction Materials for the period of two years (24 months), with the possibility of another 12-month extension.
- This ITB is divided into three lots covering Lot#1 Nangarhar Province, Lot #2 Kunar Province, and Lot #3 Nuristan Province.
- The total contractual turnover for all areas is estimated at AFN 42,000,000 annually. These figures are estimates only and are provided for planning purposes. DRC is not obliged to purchase or spend the estimated amounts during the contract period.
- Bidders are allowed to submit bids for one or multiple LOTs as per their convenience. However, partial submission within a LOT is not allowed, and bidders will be disqualified for that LOT. DRC will evaluate bids and award contracts on a lot-by-lot basis. For example, if the bidder wants to submit a bid for Lot 1, they must quote for Lots 1.2, 1.3, 1.4, 1.5, and 1.6.
- The supplier shall be responsible for delivering all construction materials to the final destination/project sites specified in the Technical Bid Form, including DRC's hard-to-reach operational areas.
- The supplier must take into consideration that, due to road conditions and accessibility constraints, only trucks with a maximum capacity of **2 tons** may be able to access certain final destinations. The supplier shall therefore make the necessary arrangements to ensure the complete delivery of materials to the designated project sites.
- Where access roads are unavailable or inaccessible to 2-ton vehicles, DRC shall coordinate and facilitate the necessary arrangements, within its operational capacity, to enable access to the designated delivery locations. The supplier shall remain responsible for all transportation arrangements, vehicles, loading, unloading, and delivery of materials to the destination.

- DRC is not committed to redeeming the goods indicated in the estimation, as contractual consumption may vary due to changes in demand in both directions (increase and/or decrease).
- A framework (purchase) agreement is not binding on DRC to place any Purchase Orders. DRC will place orders with the awarded supplier based on the agreement as per its requirements.
- DRC may choose to cancel the contract if deemed necessary.
- DRC may choose to split the contract between more than one supplier.
- The delivery time for supplied items shall be within 10–15 working days from the date of placing the order.
- DRC may terminate the contract or impose other penalties if the supplier fails to deliver items within this period, as per Annex C.
- All supplies shall be delivered in accordance with DDP (Incoterms 2020) to the required destinations specified in the Technical Bid Form Annex A.1.
- No advance payment will be made to the awarded supplier.
- The awarded supplier is expected to mobilize its own resources to deliver the agreed materials.
- Minimum bid validity period should be at least 90 calendar days from the date of tender closing date.
- DRC may terminate the contract if the supplier is unable to provide goods under the terms and conditions of the contract.

III. SELECTION AND AWARD CRITERIA

The selection and award criteria are unique to all tenders. The evaluation process consists of three stages: 1) Administrative, 2) Technical, and 3) Financial. Each stage requires information and documents from the bidder that will determine whether the bidder will progress to the next stage or not. Some examples of the documentation requirements are indicated below.

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per the specifications stated in Annex A.1.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1.	A.1	Technical Bid Form	Template provided by DRC with this ITB – Bidder should complete all sections in full, sign, stamp, and submit (Incomplete form will result in disqualification of your offer. **MANDATORY.** **Note: The technical bid should be separated from the financial bid. The bids will be rejected if the financial bid is not submitted separately.**
2.	A.2	Financial Bid Form	Template provided by DRC with this ITB – Bidder should complete all sections in full, sign, stamp, and submit (Incomplete form will result in disqualification of your offer). **MANDATORY** Note: **The financial bid envelope, or email, should be separated from the technical bid. Otherwise, the bid will be disqualified.**
3.	B	Tender and Contract Award Acknowledge Certificate	Template provided by DRC with this ITB – Bidder should complete all sections in full, sign, stamp, and submit. **MANDATORY** (Absence or incompleteness will result in the disqualification of your offer.)

4.	C	DRC General Conditions of Contract	Template provided by DRC with this ITB – Bidder should sign, stamp, and submit. **MANDATORY** (Absence or incompleteness will result in the disqualification of your offer.)
5.	D	DRC Supplier Code of Conduct	Template provided by DRC with this ITB – Bidder should complete all sections in full, sign, stamp, and submit. **MANDATORY** (Absence or incompleteness will result in disqualification of your offer.)
6.	E	Supplier Profile and Registration Form	Template provided by DRC with this ITB – Bidder should complete all sections in full, sign, stamp, and submit. **MANDATORY** (Absence or incompleteness will result in the disqualification of your offer.)
7.	F	Item List for sample Inspection	Template provided by DRC with this ITB – Bidder should complete all sections in full, sign, stamp, and submit. **MANDATORY** (Absence or incompleteness will result in the disqualification of your offer.)
8.	G	Reference List	Minimum of 2 references required Template provided by DRC with this ITB – Bidder should complete all sections in full, sign, stamp, and submit. **MANDATORY**
9.	N/A	Proof of experience	Suppliers are required to provide evidence to demonstrate that the bidder has relevant experience in the supply and delivery of Construction Materials -related projects, especially for I/NGO, UN Agencies, and national companies. Examples of acceptable evidence include: • Minimum 2 copies of past contracts or • Minimum 2 supplier work completion certificates and • Minimum 2 reference letters from previous clients **MANDATORY** Note: DRC may decide to cross-check with the referee to validate the information submitted. Failure of positive confirmation from the referee may lead to non-eligibility in the bid evaluation process.
10.	N/A	Bidder's Registration	Bidder must submit a copy of the certificate of registration of the company or equivalent document along with below: - A copy of the majority owner's ID (minimum 2) - Copy of TIN (Tax identification number) - Copy of Company's bank details. **MANDATORY**
11.	N/A	Copy of Financial Statement/Evidence for the last 3 years	To meet the requirement, the bidders are requested to submit the bank statement /Financial Audit report to show the company turnover of **8,000,000. AFN** as average for the last 3 years. **MANDATORY**

(Submitted offers will be reviewed on "Pass" or "Fail" basis. Failure to comply with the criteria will result with the disqualification)

If any information required during the administrative evaluation is not provided by the bidders, DRC may choose to request bidders to supply this information within 48 hours of the tender opening. Please note that this is only applicable for documentation that does not alter the details in the bid, such as price and technical specifications.

B. Technical Evaluation

To be technically acceptable, the bid must meet or exceed the stipulated requirements and specifications outlined in the ITB. A bid will be considered technically compliant if it confirms adherence to all mandatory conditions, procedures, and specifications of the ITB without material deviations, reservations, or restrictions. Bids that do not meet these requirements will be rejected. The criteria below will be evaluated during the technical assessment using a pass/fail methodology.

Initial Technical Evaluation: This stage involves assessing the offered items against DRC's minimum technical requirements. Suppliers must complete the required section of Annex A.1. Only bidders that successfully pass both the administrative evaluation and the initial technical evaluation will proceed to the next stage and may be requested to provide product samples as per Annex F for final technical evaluation and verification of compliance with the specified requirements.

Sample Submission and Inspection: After suppliers are passed from administration stage and receiving request from DRC the supplier shall arrange to deliver samples of all items listed in Annex F to the DRC Jalalabad Area Office (JAA) Warehouse for inspection and verification by the DRC Technical Team in supplier own cost. Each item will be inspected to ensure compliance with the required technical specifications and quality standards. Any supplier whose submitted samples fail to meet the specified requirements shall be disqualified from the procurement process.
The supplier shall acknowledge that minor wear and tear may occur during sample handling, testing, and inspection. The supplier shall have no claim against DRC for such minor wear and tear.
All costs associated with the transportation and delivery of samples and materials to the JAA Area Office Warehouse shall be borne entirely by the supplier. DRC shall not be responsible for any related transportation, handling, or delivery costs.

C. Financial Evaluation

Only bids that successfully pass the Technical Evaluation will proceed to the Financial Evaluation. Bids deemed technically non-compliant shall be disqualified and shall not be considered for Financial Evaluation.
The contract shall be awarded to the **lowest-priced technically compliant bidder**, subject to the verification of all tender requirements and DRC's procurement procedures.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

The Purchaser reserves the right to enter into negotiations with one or more bidders following the initial evaluation of proposals or technically passed bidder (based on DRC Best Interest). Negotiations may include, but are not limited to, clarification of the proposal, and discussion of commercial terms.

Where deemed necessary, the Purchaser may request a **Best and Final Offer (BAFO)** from one or all shortlisted bidders. Bidders invited to submit a BAFO will be given a defined deadline and instructions for submission. The BAFO shall supersede all previous offers and will form the basis for the final evaluation and award recommendation. Participation in negotiations or submission of a BAFO does not constitute a commitment by the Purchaser to award a contract.

VI. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the **DRC Bid Form (Annex A.1 and Annex A.2)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **Tender & Contract Award Acknowledge Certificate (Annex B)**
- **General Conditions of Contract (Annex C)**
- **DRC Supplier Code of Conduct (Annex D)**
- **DRC Supplier Profile and Registration Form (Annex E)**
- **Item List for Sample Inspection (Annex F)**
- **Reference List (Annex G)**
- **Proof of Experience (as outlined in administrative part no. 9)**
- **Bidder's Registration (as outlined in administrative part no. 10)**
- **Copy of financial capacity (as outlined in administrative part no. 11)**

Bids not submitted as per the instructions provided on A, Administration Evaluation page, or not received before the indicated date and time set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the ITB requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but **excluding any pricing information.**

Each part shall be placed in a **sealed** envelope, marked as follows:

ITB No.: **ITB-AFG-AFC-023-2026- Supply & Delivery of Construction Materials**
TECHNICAL BID
Bidder Name:

Note: Bidders are required to submit their Bids in two separate envelopes marked as below.

ITB No.: **I ITB-AFG-AFC-023-2026- Supply & Delivery of Construction Materials**
FINANCIAL BID
Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed, and delivered to:

ITB No.: **ITB-AFG-AFC-023-2026- Supply & Delivery of Construction Materials**
Danish Refugee Council
DRC EAST Area Office, Jalalabad, Afghanistan
House# 15 next to Nangarhar Teaching Hospital PD# 3

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.afg@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- **The ITB-AFG-AFC-023-2026 number shall be inserted in the Subject Heading of the email**
- **Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains**
  - The Financial Bid shall only contain the financial bid form, Annex A.2
  - The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 2MB; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one or two ways; hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VII. SUBMISSION OF SAMPLES

Samples submission is not part of the ITB submission. Administratively and initial technical evaluation passed suppliers will be required to deliver the samples of the items listed in Annex-F, within 3-4 working days in bidders' own cost according to the specifications for sample evaluation, and sample checks will be conducted at the DRC JAA area Office Warehouse.
DRC Warehouse PD3 Next to Nangarhar Teaching Hospital House# 15 DRC JAA Area Office.

Samples of all materials will be checked and need to get it approved by DRC technical team before the delivery of the first Purchase Order to each location.

VIII. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.
Unless otherwise requested all Bids shall state if the prices quoted are DDP (Incoterms 2020) in the respective Technical (Annex A.1) and Financial Bid Form (Annex A.2)

B. Currency

The currency of the bid shall be in **AFN**. No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this ITB shall be in English.

D. Packaging

Packaging shall be of international shipping standard, strong quality, and suitable for shipment as provided in the Bid Form.

E. Origin

N/A.

F. Presentation

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

DRC reserves the right to split awards.

H. Validity Period

Bids shall be valid for the period of 90 days specified in the ITB from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

IX. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB Closure.

X. AWARD OF CONTRACTS

This ITB does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any ITB, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC ITBs.

XI. CONFIDENTIALITY

This ITB or any part hereof, and all copies hereof shall be returned to DRC upon request. This ITB is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

XII. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XIII. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,

- In breach of an obligation of confidentially to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

XIV. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.
This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XV. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XVI. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honoured.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

XVII. LATE BIDS

All Bids received after the ITB closure will be rejected.

XVIII. OPENING OF THE ITB

The Tender Opening will take place at the time and location stated above.

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 DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XIX. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XX. CANCELLATION OF THE ITB

In the event of an ITB cancellation, Bidders will be notified by DRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The ITB may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITB, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XXI. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the Procurement Manager, afg-procurement@drc.ngo. This email address is only for queries, not for bid submissions.

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number. **Bids shall <u>not</u> be sent to the above email**.

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at: **www.acbar.org, www.afghantenders.com** and https://drc.ngo/en/tenders/

XXII. ITB DOCUMENTS

This ITB document contains the following:

This covering Letter

1. Annex A.1: DRC Bid Form (Technical bid)
2. Annex A.2: DRC Bid Form (Financial bid)
3. Annex B: Tender and Contract Award Acknowledgment Certificate
4. Annex C: DRC General Conditions of Contract
5. Annex D: DRC Supplier Code of Conduct
6. Annex E: Supplier Profile and Registration.
7. Annex F: Item List for Sample Inspection
8. Annex G: Reference List

Under DRC's Anticorruption Policy, Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely
DRC Afghanistan Supply Chain Unit.