

Request for Quotations (RFQ)

RFQ Number: ATAR-RFQ-16-29 (Re-advertised)
Issuance Date: December 12th, 2016
Deadline for Offers: December 20th, 2016
Description: Provision of Translation Services (English to Dari, Pashto and Vice Versa)
For: The Afghanistan Trade and Revenue (ATAR) Project
Funded By: United States Agency for International Development (USAID), Contract No. AID-306-TO-13-00009
Implemented By: ChemonicsInternational Inc.

Note: Bids/Offers will be accepted only from vendors who have an established translation services firm in Kabul, Afghanistan.

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

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <http://www.chemonics.com/OurStory/OurMissionAndValues/Pages/default.aspx>.

Chemonics does not tolerate fraud, collusion among offerors, or falsified proposals or bids. Any firm or individual violating these standards will be disqualified from this procurement and barred from future procurement opportunities. In addition, Chemonics will inform USAID of any supplier offers of money, commissions, or gifts to obtain business.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, or object of value from current or potential vendors or suppliers in exchange for or as a reward for business.

Offerors responding to this RFQ must disclose and include the following information as part of the proposal submission:

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

Please contact zqazizada@atar-af.com with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

Section 1: Instructions to Offerors

- **Introduction:** The Afghanistan Trade and Revenue (ATAR) Project is a USAID program implemented by Chemonics International in Afghanistan. The goal of the ATAR is to strengthen the business climate of Afghanistan to enable private investment, enhanced trade, job creation, and fiscal sustainability through the critical Transition period and continuing into the Transformational Decade.

This purpose will be achieved through interventions aimed at 1) improving the capacity of the

Government of the Islamic Republic of Afghanistan (GIROA) to formulate and implement a liberal policy framework for trade and investment in accordance with international standards; 2) enhancing integration in the regional and world economy through the promotion of trade and agreements, enhanced economic corridors governance, and private sector linkages throughout South and Central Asia; and 3) strengthening revenue generation for fiscal sustainability and trade facilitation through reforms and anti-corruption measures in customs.

In order to carry out project operations, ATAR requires "Translation Services (English to Dari, Pashto and Vice Versa)" for its counterparts and main office. The purpose of this RFQ is to solicit quotations for the mentioned services.

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

- **Offer Deadline and Protocol:** Offers must be received from **2:00PM** to **03:00PM** local Kabul, Afghanistan time on **December 20th, 2016**. Only hard copies of proposals are acceptable. The proposals must be stamped and signed by the Offeror's authorized representative and delivered to the ATAR Office located at **Dreshak Hotel Services, Hawashinasi Road, nearby ISAF airport Kabul, Afghanistan** or call our team at **0796262800/0793 998 849** for assistance.

Please reference the RFQ number in any response to this RFQ. Offers received after this time and date will be considered late and will be considered only at the discretion of Chemonics.

- **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than **02:00pm** local Kabul time **December 18th, 2016** by email to procurement@atar-af.com. Questions and requests for clarification and the responses thereto that Chemonics believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

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

- **Specifications:** Section 3 contains the technical specifications of the required services.

- **Quotations:** The per-unit pricing in quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis and all other costs. Pricing must be presented in Afghani. Offers must remain valid for not less than Ninety (90) calendar days after the offer deadline. Offerors are requested to provide quotations on official letterhead or format; in the event this is not possible, offerors may complete the table in Section 3.

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

- Organizations responding to this RFQ are requested to submit a copy of their official registration or business license.
- **Delivery:** The delivery location for the services described in this RFQ is ATAR office in Kabul.
- **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ or supplied under any resulting award must meet **USAID Geographic Code 937** in accordance with the U.S. Code of Federal Regulations (CFR), 1122 CFR §228. The cooperating country for this RFQ is Afghanistan..

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

- **Taxes and VAT**

Offerors must assess and include in their total cost of proposal the Business Receipt Tax (BRT) or any other tax required by Afghanistan income tax law. Chemonics will not allow an awarded entity to add taxes (including BRT taxes) or any previously unanticipated costs to the budget after an award is made.

Pursuant to Article 72 of the Afghanistan Income Tax Law, Chemonics is required to withhold taxes from the gross amounts payable to all Afghan subcontractors. In accordance with this requirement, should an award be made to a successful offeror and an agreement is successfully negotiated with that offeror, Chemonics will withhold two percent (2%) tax from the entity's gross invoices if the entity is in possession of an active business license issued by any of the following entities - the Ministry of Commerce and Industry, Afghanistan Investment Support Agency (AISA), Ministry of Information and Culture, Ministry of Education or Ministry of Public Health - at the time the awarded entity submits invoices for payment, and the invoices are successfully reviewed and approved by Chemonics. If the entity provides services contrary to approved by-laws or it does not possess a business license issued by any of the aforementioned public entities, but possesses licenses issued by other local or national government entities or municipalities, Chemonics will in this case withhold a seven percent (7%) fixed tax on the gross amount payable to the awarded entity, subject to Chemonics' review and approval of the subcontractor's invoices. In either case, this tax is withheld by Chemonics from the gross amount payable to the awarded entity and subsequently remitted to the Ministry of Finance. Chemonics will maintain records of all of such remittances.

- **SUBCONTRACTS:**

Pursuant to Article 72 of the Afghanistan Income Tax Law, Chemonics is required to withhold taxes from any gross amount payable to the Subcontractor. In accordance with this requirement, Chemonics will withhold two percent (2%) tax from the subcontractor's gross invoices if the Subcontractor is in possession of an active business -license issued by the Ministry of Commerce and Industry, Afghanistan Investment Support Agency (AISA), the Ministry of Information and Culture, the Ministry of Education, or the Ministry of Public Health, at the time it submits invoices to Chemonics for payment, and the invoices are successfully reviewed and approved. If the Subcontractor provides services contrary to approved by-laws or does not possess a business license issued by these public entities, but possesses licenses issued by other local or national government entities or municipalities, Chemonics will in in this case withhold a seven percent (7%) fixed tax on the gross amount payable to the subcontractor, pending review and approval of the subcontractor's invoices, per Section D.2 of this Subcontract. In either case, whether 2% or 7%, this tax is withheld by Chemonics from the gross amount payable to the Subcontractor and subsequently remitted to the Ministry of Finance. Chemonics will maintain records of all of all such remittances.

- **VETTING:**

Vetting procedures are established by the Mission Order 201.06, which is in coordination with the Mission Order 201.03 (Terrorist Finance Risk Assessment, dated October 2009). The Mission Order outlines policies, responsibilities and procedures aimed at ensuring that USAID-financed projects and activities are insulated against their benefits being provided, even inadvertently, to Prohibited Parties. Pursuant to the Mission Order 201.06, vetting is required for any proposed non-U.S. recipient of an award of a USAID contract, subcontract, or any instrument acting as the same in excess of \$25,000 at any tier. As such, an eligibility determination from vetting is required for any second-tier subcontracts over \$25,000, as detailed in Mission Order 201.06 and updated periodically by USAID Afghanistan. If at any time during the performance of this subcontract, the subcontractor is not eligible as a result of the vetting per Mission Order 201.06 or ineligible as a subcontractor per notification from USAID, the subcontract will be terminated immediately. In addition, the Subcontractor is required to notify Chemonics of any changes to key individuals of the organization within 3 days of such change.

- **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Chemonics will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.

- **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, has a **translation services firm**, and meets or exceeds the minimum required technical specifications, and is judged to be the best value based on trade off source selection process.

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

deficiencies at its discretion.

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

- Chemonics may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Chemonics may issue a partial award or split the award among various suppliers, if in the best interest of the ATAR Project.
- Chemonics may cancel this RFQ at any time.
- Chemonics may reject any and all offers, if such action is considered to be in the best interest of Chemonics.
- The company who will get at less 70 out of 100 points will be consider for awar of contract.

Section	Description	Point Value
Technical Evaluation		
a	Translate RFQ attachment #1 (English to Dari, English to Pashto and Dari to English)	36
Past Experience		
a	Provide copies of contracts with at least 4 International clients as who have been provided translation services by your firm in the past.	20
Human Recource		
a	Provide complete organizational chart with information on the current technical human capacity (CVs, certificates, diplomas etc) on delivering successful translation services to the clients	14
Cost		
a	After complete technical evaluation, price factor will also be evaluated based on the assigned number and below formula which will be used by the assigned evaluation committee members to find the most suitable bid for ATAR project: Lowest price X 100 / price given	30
Certifications	Required certification to qualify for the evaluation process: Copy of Registration/Incorporation (Ministry of Economy/AISA) and a copy of business bank account	Pass/Fail
Source Selection process	Source Selection process will be based on FAR Part 15.101-1 where trade off source selection process is appropriate.	
Total Points Value		100

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

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

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

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

Section 2: Offer Checklist

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

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)
- Official quotation, including specifications of offered Services (see Section 3 for example format)
- Copy of Offeror’s registration or business license (see Section 4 for more details).
- Translate RFQ attachment #1 (English to Dari, English to Pashto and Dari to English).

Section 3: Specifications and Technical Requirements

The table below contains the list of services that may be ordered under BPA mechanism. Offerors are requested to provide per-unit quotations containing the information below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this Section 3 and submit a signed/stamped version to Chemonics.

S.N	Description and Specifications of	Unit	Unit Price (AFA)
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o	Service		
1	Translation From English to Pashto	Word	
2	Translation From English to Dari	Word	
3	Translation From Pashto to English	Word	
4	Translation From Dari to English	Word	
5	Translation From Dari to Pashto	Word	
6	Translation From Pashto to Dari	Word	

Offerers should submit the hole Singed/ Stamped RFQ including required documents.

STATEMENT OF WORK

- **Purpose**
Some of the translations will be used by ATAR's local and expat staff as a part of their activities and efforts to transfer the necessary skills and knowledge to ATAR's key counterparts. In addition to training and capacity building materials, the service will also include translation of different documents of legal nature such as procedures, regulations, laws, MOUs and bilateral and multilateral agreements to be used by ATAR's counterparts including different GIRA agencies.
- **Detailed Scope of Works**
The Scope of Work shall include but not be limited to the following:
 - Provide extremely professional and high-quality translation for use by ATAR key counterparts, including high-level government agencies and officials.
 - Review and proofread translation to accurately capture the precise meaning of the original text from English to Dari/Pashto or vice versa in a timely manner.
 - Have the capacity to deliver translation of 30 pages (9000 words) in 24 hours following submission of documents by ATAR project.
 - Improve and fix the translation as quickly as possible if requested by ATAR. (Failure to improve quality may result in termination of contract with ATAR.)
 - Address translation requests with tight deadlines without compromising the quality of translation.
 - Seek feedback from ATAR translation team by sending the translation in small portions as the service provider works on ATAR's assignment.
 - Be easily available through phone or email in urgent cases.
 - Use the same terminology that may be sent by ATAR translation team.
 - Ensure and maintain confidentiality of the documents provided by ATAR for translation.
 - Make sure personnel assigned by the company to handle ATAR project translation have strong experience and are constantly trained to be kept up to date.
 - Provide high quality translation consistent with the sample being submitted along with the proposal.

- Perform word counts in MS office 2010 platform. (For documents on which the word count cannot be performed- such as scanned documents, non-convertible PDFs, images and documents in hardcopies - the word count of the target language will be considered for payment purpose).

Section 4: Offer Cover Letter

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

**To: ATAR
Dreshak Hotel Services,
Hawashinasi Road, nearby ISAF airport, Kabul, Afghanistan**

Reference: ATAR-RFQ-16-29 (Re-advertised)

To Whom It May Concern:

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

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website

: _____

Email address: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

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

infostores

Attachment No.1

Translation Sample

- **English to Dari**

PREAMBLE

The Government of the Islamic republic of Afghanistan (“Afghanistan”) and the government of the Islamic republic Pakistan of Pakistan (“Pakistan”) hereinafter referred to, collectively as the “Contacting Parties” and individually as “Contracting Party”,

CONSCIOUS of their longstanding friendship and common cultural heritage,
EXPECTING that this Agreement will create a new climate for economic and regional cooperation between them,

RECOGNIZING that strengthening of their closer economic partnership will bring economic and social benefits and improve the living standards of their peoples,

BEARING in mind that the expansion of mutual trade and economic relations will foster further interconnectedness between the contracting parties thus promoting regional peace and stability,

DESIRING cultural cooperation and developing exchange of information;

BELIEVING that this contractual framework could promote gradually and could also extend to new areas of mutual interests;

HAVING REGARD to the need to support Afghanistan's efforts for accession to world trade Organization;

CONSIDERING that the expansion of their domestic markets, through commercial cooperation, is an important prerequisite for accelerating economic development of the Contracting Parties; and

RECOGNIZING that the progressive elimination of obstacles to trade through this preferential trade agreement (hereinafter referred to as "the Agreement") will contribute to the expansion of bilateral trade leading to a bilateral Free Trade Arrangement between the Contracting Parties.

Have agreed as follows:.....

Definitions:

- **"Para-tariffs"** means border charges and fees other than tariffs on foreign trade transactions of a tariff-like effect, which are levied solely on imports but not those indirect taxes and charges which are levied in the same manner on like domestic products. Import charges corresponding to specific services rendered, are not considered as para-tariff measures.
- **"Serious Injury"** means significant damage to domestic producers of like or similar products resulting from a substantial increase of preferential imports in situations which cause substantial losses in terms of earnings, production or employment unsustainable in the short term. The examination of the impact on the domestic industry concerned shall also include an evaluation of other relevant economic factors and indices having a bearing on the state of the domestic industry of that product.
- **"Dumping"** means the introduction of a product into the commerce of the other Contracting party at less than its normal value which is the comparable price in the ordinary course of trade for the like product destined for consumption in the exporting country, or, in the absence of such domestic prices, in either the ordinary course of trade, or the cost production of the products in the country of origin plus a reasonable addition for selling cost and profit.

- **English to Pashto**

Service Method and Address

Article 5:

- (1) Effecting of service upon a party under the Law or this Procedure shall require post or hand delivery to that party's address as designated according to this Procedure.
- (2) The designated address of an applicant for registration of an industrial design shall be that address which the applicant has provided in its registration application, in compliance with Article 6 of the Law.
- (3) The designated address of other parties to proceedings under the Law shall be the same address which that party has provided to the Registrar.
- (4) If any party has not provided an address to the Registrar, that party's designated address shall be his place of business in Afghanistan.
- (5) If a party has no place of business in Afghanistan, his designated address shall be the address of his legal representative in Afghanistan.

Recordation of Assignment or License of Industrial Design Rights

Article 14:

- (1) Recordation on the Register of an assignment or license of an industrial design right pursuant to Article 14 paragraph (2) of the Law shall be initiated upon the filing of a request for recordation by the assignor or licensor of the right.
- (2) Recordation of an assignment or license of an industrial design right shall take place within 20 working days of the conclusion of such assignment or license.
- (3) The request for recordation shall be signed by all parties to the assignment or license, and shall specifying the following:
 - 1- the names and designated correspondence addresses of all parties to the agreement;
 - 2- the scope of the right assigned or licensed; and
 - 3- the date on which the assignment or license became effective.
- (4) A copy of the assignment or license instrument shall be filed with the request for recordation.
- (5) Assignments or licenses of rights shall be recorded along with the Register entry for the corresponding industrial design.
- (6) The fee for filing a request for recordation is set out at Article 41 of this Procedure.

Dari to English:

ماده هشتم:

روش های تجارتي ذیل غير منصفانه بوده و در صورتی که اعمال آنها منجر به ممانعت، محدودیت یا اخلاص رقابت در بازار گردد، ممنوع می باشد:

1 - امتناع از معامله که شامل موارد یل باشد:

- خود داری دسته جمعی از انجामी معامله یا محدود کردن مقدار اموال یا خدمات موضوع معامله.
 - وادار نمودن شخص دیگر مبنی بر امتناع از معامله یا محدود کردن معاملات آنها با رقباى شان.
- 2 - قیمت گذاری تبعیض آمیز که شامل عرضه یا تقاضای اموال یا خدمات مشابه به قیمت که حاکی از تبعیض بین دو یا چند طرف معامله یا تبعیض قیمت بین مناطق مختلف باشد.
- 3 - تبعیض در شرایط معامله که شامل قایل شدن شرایط تبعیض آمیز در معامله با اشخاص مختلف در وضعیت یکسان باشد.

4 - قیمت گذاری تهاجمی که شامل موارد ذیل باشد:

- عرضه اموال یا خدمات به قیمت نازلتر از مصارف تمام شد به نحوی که صدمه جدی به دیگران وادر گردد یا مانع ورود اشخاص جدید در بازار شود.
- اعطای جایزه، تحفه، تخفیف یا امثال آن (به تشخیص بورد) که موجب صدمه جدی به دیگران گردد.

5 - اظهارات گمراه کننده اعم از شفاهی و کتبی یا رفتار مشکوک حاوی اثرات ذیل:

- اموال یا خدمات خود را طور غیر واقعی، با کیفیت، مقدار، درجه، وصف، مدل یا ستندرد خاص نشان داده یا اموال و خدمات رقبای خویش را پاینتر جلوه دهد.
 - اموال کهنه یا ترمیم شده (تجدید ساخت شده) یا دست دوم را جدید معرفی نماید.
 - تعهد ارایه خدمت بعد از فروش، تعویض، نگهداری، ترمیمات اموال یا هر قسمت از آنها یا تکرار و یا تداوم خدمات الی نتیجه معین در حالی که چنین امکاناتی وجود نداشته باشد.
 - فریب دادن مردم از بابت قیمت اموال یا خدماتی که عرضه می دارد.
- 6 - فروش مرتبط که شامل موارد ذیل باشد:

- مربوط ساختن فروش اموال یا عرضه خدمات به خرید اموال یا عرضه خدمات دیگر.
- وادار ساختن طرف مقابل، معامله با شخص ثالث، در صورتی که به عرضه یا تقاضای اموال یا خدمات دیگر ارتباط داده شده باشد.

7-

ممنوعیت انجام وظیفه به هم پیوسته

ماده نهم:

رئیس و کارکنان مؤسسه یا شرکت نمی توانند، هم زمان متصدی پست در مؤسسه یا شرکت دیگری گردند، به نحوی که منجر به ایجاد محدودیت یا اختلال رقابت در یک یا چند بازار شوند.

محدودیت اندازه مالکیت سرمایه یا سهم

ماده دهم:

هیچ شخص حقیقی یا حکمی نمی تواند، سرمایه یا سهام شرکت یا مؤسسه دیگر را به نحوی تملک نماید که موجب اختلال رقابت در یک یا بیش از یک بازار گردد.