

**AGA KHAN HEALTH SERVICES-AFGHANISTAN**

**Request for Quotations (RFQ)**

**For**

**PROCUREMENT OF:**

**Solar System For Baghlan and Badakhshan FHH in two Lots**

**Reference No.: RFQ/G/00110/2024**

**Issued By: Aga Khan Health Services – Afghanistan**

1. **MAY 2024**
2. **1st Lot: Solar System For Baghlan FHH**
3. **2nd Lot: Solar System For Badakhshan FHH**

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## Invitation

**To:** ……………………………………

**Sub:** Solar System For Baghlan and Badakhshan FHH in two Lots

**Reference No.:** RFQ/G/00110/2024

Dear Sirs,

1. The Aga Khan Health Services (AKHS-A) intends to purchase the following goods (Solar System For Baghlan and Badakhshan FHH in two Lots) and you are invited to submit your most competitive quotation for supply of the Goods as detailed in the Table below.

|  |  |
| --- | --- |
| Brief Description of Goods | Solar System For Baghlan and Badakhshan FHH in two Lots |
| Quantity | 48 |
| Specifications | Please refer to section 6 |
| Delivery Period | Within 7 calendar days after issuing the acceptance letter |
| Place of Delivery | House 42, Behind Kabul Municipality Apartments, Klola Pushta, District 4, Kabul, Afghanistan |

1. To assist you in the preparation of your quotation, we are enclosing the following:
2. Instructions to Bidders.
3. Specification of the Goods.
4. Your quotation using the attached Form should be submitted duly in a sealed envelope and delivered at the following address:

House 42, Behind Kabul Municipality Apartments, Klola Pushta, District 4, Kabul, Afghanistan

1. The quotation submitted by the bidder shall comprise the following:
2. Quotation using the Form; and
3. Qualification Information enclosed in this document.
4. A bid security (not applicable)
5. The deadline for receipt of the quotations by the AKHS-A at the address stipulated in Para 3 above is 14 May 2024 at 10:00 AM.
6. Quotations received after the deadline will be rejected.

Yours sincerely,

(AKHS-A)

Signature: ............................................

## Instructions to Bidders

1. **Scope of Supply**

The AKHS-A invites quotations for the supply of Goods as detailed in the Table below.

|  |  |
| --- | --- |
| Brief Description of Goods | Solar System For Baghlan and Badakhshan FHH in two Lots |
| Quantity | 48 |
| Specifications | Please refer to section 6 |
| Delivery Period | Within 7 calendar days after issuing the acceptance letter |
| Place of Delivery | House 42, Behind Kabul Municipality Apartments, Klola Pushta, District 4, Kabul, Afghanistan |

 The successful Bidder will be expected to complete the delivery of Goods within the Delivery Period specified above.

1. **Bid Price**

(a) The Quotation shall be submitted for the full quantity as described above.

(b) All duties, taxes, and other levies payable shall be included in the total price.

(d) Prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

(e) The Prices shall be quoted in **Afghani** only.

1. **Submission of Quotations**

4.1 Each Bidder shall submit only one quotation.

4.2The Bidder shall seal the quotation in an envelope addressed to the AKHS-A as per address provided in Para 3 of the Letter of Request for Quotation.

4.3. The envelope shall bear the following identification:

* + Quotation for Solar System For Baghlan and Badakhshan FHH in two Lots
	+ Reference No.: RFQ/G/00110/2024
	+ Name and address of the Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4 Quotations must be received in AKHS-A ’s office not later than the deadline stipulated in the Letter of Request for Quotation. If the specified date is declared a holiday for the AKHS-A, quotations shall be received up to and opened at the appointed time on the next working day.

4.5 Any quotation received after the deadline for submission will be rejected and returned unopened to the Bidder.

1. **Validity of Quotation**

 Quotation shall remain valid for a period not less than 30 days after the deadline specified for submission.

1. **Confidentiality**

Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful Bidder is made.

1. **Evaluation of Quotations**

 The AKHS-A will evaluate and compare the quotations determined that:

1. meet the qualification criteria specified in clause 2 above;
2. are properly signed; and
3. conform to the terms and conditions, and specifications without material deviations.

The Quotations would be evaluated for all the items together.

7.1 In evaluating the quotations, the AKHS-A will determine for each quotation the evaluated price by adjusting the quoted price by making correction for any arithmetic errors as follows:

 (a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern.

 (b) where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

7.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the disqualification of the quotation and the Bidder will be declared ineligible to be awarded a contract by the AKHS-A for a period of at least one year.

1. **Award of contract**

8.1 The AKHS-A will award the contract to the Bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated price and who meets the specified qualification criteria.

8.2 Notwithstanding the above, AKHS-A reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

8.3 The Bidder whose Quotation is accepted will be notified of the award of contract / issuance of a Purchase Order (PO) by the AKHS-A prior to expiration of the quotation validity period.

1. **Payment for Supply**

 Payment shall be made within 30 days after the successful delivery of all the Goods.

1. **Warranty/Guarantee**

 Normal commercial warranty/ guarantee shall be applicable to the Goods supplied by the Supplier which will be not less than **1 year** after the goods are delivered.

## Post Qualification Criteria

**Qualification Criteria**

To qualify for award of the Contract, the Bidder shall furnish documentary evidence to demonstrate compliance with the following requirements:

The Bidder shall provide the following certification/documents as listed: N/A

**Lot 1:**

1. Execution of at least **One Contract** with exact or similar nature in any of the last 5 years with government or any national / International organization, the amount of such a contract shall not be less than **AFN 1,400,000** Or equivalent to USD. The contact information (official email address and phone #) of the client shall be shared for verification purposes.

The Bidder shall furnish documentary evidence to demonstrate that it meets the experience requirement(s) e.g. copy of such similar contract along with contact details (Phone number, and official email address), of the agency who awarded the contract shall be provided.

**Lot 2:**

1. Execution of at least **One Contract** with exact or similar nature in any of the last 5 years with government or any national / International organization, the amount of such a contract shall not be less than **AFN 1,400,000** Or equivalent to USD. The contact information (official email address and phone #) of the client shall be shared for verification purposes.

The Bidder shall furnish documentary evidence to demonstrate that it meets the experience requirement(s) e.g. copy of such similar contract along with contact details (Phone number, and official email address), of the agency who awarded the contract shall be provided.

Note; Prior to the Contract Award /Purchase Order issuance, the supplier whose bid has determined to be the lowest and technically responsive, will be invited to bring the samples of the quoted items, the same will be checked and verified by the AKHS-A's technical team. If the samples are not accepted by the technical team then the supplier will be disqualified and the 2nd (3rd, 4th ... ) lowest and technically qualified bidders will be invited for the process by sequence.

## Quotation Letter

To: AKHS-A

Subject: ……………………………………………

Reference: RFQ/G/00110/2024

Dated: ………………………………

Dear Sir,

1. We offer to supply the Goods ( ) described in your letter referred to above in accordance with the Specifications enclosed therewith for a total price as under:

**AFN** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in figures]

**AFN** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in words]

1. We will complete the Supply of Goods offered by us within the Delivery Period specified in the Request for Quotation document.
2. We will supply the Goods as per specification enclosed with the Request for Quotation without any deviations.
3. This quotation and your written acceptance thereof shall constitute a binding contract with us. We understand that you are not bound to accept the lowest or any quotation you receive.
4. We certify that we have not been debarred or suspended from participation in bidding by any Procuring Entity of the Islamic Republic of Afghanistan or by AKDN agencies.
5. We hereby confirm that our quotation shall remain valid for the period as specified in clause number 9 above.
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive, and you can cancel the process any time you want.
7. If in case we fail to execute the contract as per the terms and conditions of this RFQ, AKHS-A can terminate the contract and debar our company for a certain period.

Yours faithfully,

Authorized Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title of Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Quotations’ Price**

**Procurement of:** Solar System For Baghlan FHH in Lot 1

**RFQ No**: RFQ/G/00110/2024

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Description of items** | **Unit** | **Quantity** | **Unit Cost (AFN)** | **Sub-total Cost (AFN)** |
| 1 | Solar Panel | Pc | 84 |  |  |
| 2 | Battery Bank | Pc | 42 |  |  |
| 3 | Inverter, Off-grid system. | PC | 21 |  |  |
| 4 | Cable  | M | 63 |  |  |
| 5 | Cable  | M | 525 |  |  |
| 6 | Cable  | M | 420 |  |  |
| 7 | Thimble Clip | PC | 126 |  |  |
| 8 | Breaker  | PC | 42 |  |  |
| 9 | Fuse فیوز | PC | 21 |  |  |
| 10 | Fuse Box  | Pc | 21 |  |  |
| 11 | Chanel/Canal  | Stand  | 21 |  |  |
| 12 | Flexible Pipe  | Bandal | 21 |  |  |
| 13 | Clipe کلیپ | Pc | 42 |  |  |
| 14 | PV Structure | Stand  | 21 |  |  |
| 15 | Wire  | Bandal | 21 |  |  |
| 16 | Bulb | Pc | 126 |  |  |
| 17 | Switch  | Pc | 126 |  |  |
| 18 | Socket  | Pc | 126 |  |  |
| 19 | Holder  | Pc | 126 |  |  |
| 20 | Tape  | Pc | 21 |  |  |
| 21 | Joint Box | Pc | 126 |  |  |
| 22 | Nail | KG | 21 |  |  |
| 23 | Transportation | Ls | 1 |  |  |
| 24 | Complete installation | Ls | 1 |  |  |
| **Grand Total Price (in AFN)** |  |

**Supplier Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We agree to supply the Goods (Solar system) in accordance with the Specifications for a total price of AFN.............................................................................. (amount in figures).

Prices quoted above are inclusive of all duties and taxes.

Signature and Stamp: ……………………………………………….

**Note:** The contract award is subject to the availability of funds from the donor side e.g. AKHS-A does not guarantee to purchase the above-mentioned items.

**Quotations’ Price**

**Procurement of:** Solar System For Badakhshan FHH in Lot 2

**RFQ No**: RFQ/G/00110/2024

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Description of items** | **Unit** | **Quantity** | **Unit Cost (AFN)** | **Sub-total Cost (AFN)** |
| 1 | Solar Panel | Pc | 84 |  |  |
| 2 | Battery Bank | Pc | 42 |  |  |
| 3 | Inverter, Off-grid system. | PC | 21 |  |  |
| 4 | Cable  | M | 63 |  |  |
| 5 | Cable  | M | 525 |  |  |
| 6 | Cable  | M | 420 |  |  |
| 7 | Thimble Clip | PC | 126 |  |  |
| 8 | Breaker  | PC | 42 |  |  |
| 9 | Fuse فیوز | PC | 21 |  |  |
| 10 | Fuse Box  | Pc | 21 |  |  |
| 11 | Chanel/Canal  | Stand  | 21 |  |  |
| 12 | Flexible Pipe  | Bandal | 21 |  |  |
| 13 | Clipe کلیپ | Pc | 42 |  |  |
| 14 | PV Structure | Stand  | 21 |  |  |
| 15 | Wire  | Bandal | 21 |  |  |
| 16 | Bulb | Pc | 126 |  |  |
| 17 | Switch  | Pc | 126 |  |  |
| 18 | Socket  | Pc | 126 |  |  |
| 19 | Holder  | Pc | 126 |  |  |
| 20 | Tape  | Pc | 21 |  |  |
| 21 | Joint Box | Pc | 126 |  |  |
| 22 | Nail | KG | 21 |  |  |
| 23 | Transportation | Ls | 1 |  |  |
| 24 | Complete installation | Ls | 1 |  |  |
| **Grand Total Price (in AFN)** |  |

**Supplier Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We agree to supply the Goods (Solar system) in accordance with the Specifications for a total price of AFN.............................................................................. (amount in figures).

Prices quoted above are inclusive of all duties and taxes.

Signature and Stamp: ……………………………………………….

**Note:** The contact award is subject to the availability of funds from the donor side e.g. AKHS-A does not guarantee to purchase the above-mentioned items.

## Specifications Of Goods for Lot 1 (Baghlan FHH)

| **S.N.****شماره** | **Item Name**اسم جنس | **Required Specification**مشخصات  | **Bidder’s Response****Comply / Not-Comply**قبولی یا عدم قبولی داوطلب |
| --- | --- | --- | --- |
| 1 | Solar Panel | 400Watt 15 years warranty, Half cut/Half cell technology, Tier-1 and Class A, Monocrystaline |  |
| 2 | Battery Bank | 12 Volts 150Amp PUSTUN or equivalent GEL Battrey With one year Guarantee |  |
| 3 | Inverter, Off-grid system. | Inverter, Off-grid system with overload Protection. SAKO or equivalent 2KVA (1600w) inventer One year Warranty |  |
| 4 | Cable  | Cable For Battrey Connecting , 1x16 MM2, Irani |  |
| 5 | Cable  | Cable from PV to inventer, 2x4 MM2 Irani |  |
| 6 | Cable  | Cabal From inventer to consume, 2x2.5MM2 Irani |  |
| 7 | Thimble Clip | Thimble Clip For Battery Connectining, Fit with 16 MM2 Copper  |  |
| 8 | Breaker  | 32Amp Turkish |  |
| 9 | Fuse فیوز | 16Amp Turkish |  |
| 10 | Fuse Box  | 8 room Turkish, Fuse Box فیوز بکس |  |
| 11 | Chanel/Canal  | Canal 30/40 کانال PVC Good Quality,  |  |
| 12 | Flexible Pipe  | 50 mtr Turkish, Flexible Pipe پایپ خرطومی  |  |
| 13 | Clipe کلیپ | 16 MM |  |
| 14 | PV Structure | PV Structure, Fixed angle, GI Steel, Galvanized Iron, Ground Mounted, Galvanized Steel for fixing Easily the battery and PV |  |
| 15 | Wire  | Wire 1x1.5 جریدار, Irani |  |
| 16 | Bulb | Bulb 20w لایزری , Jame  |  |
| 17 | Switch  | Switch سویچ روی کار , Irani |  |
| 18 | Socket  | Socket ساکت روی کار , Irani |  |
| 19 | Holder  | Holder هولدر بردیواری , Irani |  |
| 20 | Tape  | Wirring Skash Tape چسپ, Good quility, Big Size |  |
| 21 | Joint Box | Joint Box جین بکس روی کار, 10.10 Goodquility |  |
| 22 | Nail |  1.5 inch, nail میخ فولادی  |  |
| 23 | Transportation | Transportation of all items from Kabul to Baghlan |  |
| 24 | Complete installation | Complete installation of solar system to each site. All food, Accomodation and other hidden or incidental charges are on supplier.  |  |
|  |  | Signature and Stamp: ………………………………………………. |  |

##

1. **Specifications Of Goods for Lot 2 (Badakhshan FHH)**

| **S.N.****شماره** | **Item Name**اسم جنس | **Required Specification**مشخصات  | **Bidder’s Response****Comply / Not-Comply**قبولی یا عدم قبولی داوطلب |
| --- | --- | --- | --- |
| 1 | Solar Panel | 400Watt 15 years warranty, Half cut/Half cell technology, Tier-1 and Class A, Monocrystaline. |  |
| 2 | Battery Bank | 12 Volts 150Amp PUSTUN or equivalent GEL Battrey With one year Guarantee |  |
| 3 | Inverter, Off-grid system. | Inverter, Off-grid system with overload Protection. SAKO or equivalent 2KVA (1600w) inventer One year Warranty. |  |
| 4 | Cable  | Cable For Battrey Connecting , 1x16 MM2, Irani |  |
| 5 | Cable  | Cable from PV to inventer, 2x4 MM2 Irani |  |
| 6 | Cable  | Cabal From inventer to consume, 2x2.5MM2 Irani |  |
| 7 | Thimble Clip | Thimble Clip For Battery Connectining, Fit with 16 MM2 Copper  |  |
| 8 | Breaker  | 32Amp Turkish |  |
| 9 | Fuse فیوز | 16Amp Turkish |  |
| 10 | Fuse Box  | 8 room Turkish, Fuse Box فیوز بکس |  |
| 11 | Chanel/Canal  | Canal 30/40 کانال PVC Good Quality,  |  |
| 12 | Flexible Pipe  | 50 mtr Turkish, Flexible Pipe پایپ خرطومی  |  |
| 13 | Clipe کلیپ | 16 MM |  |
| 14 | PV Structure | PV Structure, Fixed angle, GI Steel, Galvanized Iron, Ground Mounted, Galvanized Steel for fixing Easily the battery and PV. |  |
| 15 | Wire  | Wire 1x1.5 جریدار, Irani |  |
| 16 | Bulb | Bulb 20w لایزری , Jame  |  |
| 17 | Switch  | Switch سویچ روی کار , Irani |  |
| 18 | Socket  | Socket ساکت روی کار , Irani |  |
| 19 | Holder  | Holder هولدر بردیواری , Irani |  |
| 20 | Tape  | Wirring Skash Tape چسپ, Good quility, Big Size |  |
| 21 | Joint Box | Joint Box جین بکس روی کار, 10.10 Goodquility |  |
| 22 | Nail |  1.5 inch, nail میخ فولادی  |  |
| 23 | Transportation | Transportation of all items from Kabul to Faizabad |  |
| 24 | Complete installation | Complete installation of solar system to each site. All food, Accomodation and other hidden or incidental charges are on supplier.  |  |
|  |  | Signature and Stamp: ………………………………………………. |  |

## Essential Notes:

1. AKHS, A has the right to increase/decrease the quantity of the items/services before the contract award.

## Contract Agreement

**Contract Data**

|  |  |  |
| --- | --- | --- |
| **SN** | **Item** | **Contract Data** |
| 1 | Contract Number and name |  |
| 2 | Contract Date |  |
| 3 | Name and Address of the Supplier |  |
| 4 | Description of Goods ordered |  |
| 5 | Quantity |  |
| 6 | Place of Delivery |  |
| 7 | Contract Price (including all applicable taxes) |  |
| 8 | Supplier’s Bank Account details |  |
| 9 | Payment Terms / Installments |  |
| 10 | Delivery due date |  |

This Agreement is made on the date **specified in the Contract Data** by and between the AKHS-A and **………………………………………………….** “Called as Supplier” holds its business address as mentioned above.

Whereas the AKHS-A is desirous that the Supplier shall execute the Contract **as stated in the Contract Data** and the AKHS-A has accepted the Quotation submitted by the Supplier, the Contract shall be governed by the conditions stipulated herein.

**CONDITIONS OF CONTRACT**

1. **Language and Law**

 The Contract shall be in the English. The law governing the Contract shall be the applicable law(s) of the Afghanistan government.

2. **Communications**

 Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.

3. **Delivery Period**

Supply shall be delivered within the Delivery Period stipulated in the Contract Data and delivery location as specified in the RFQ.

4. **Scope of Supply**

 The Goods (Solar System) shall be supplied as per Specifications indicated in part # 5.

5. **Price**

Contract Prices detailed in the Contract Data shall be fixed and shall not be subject to adjustment on any account.

6. **Taxes**

 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until/for the delivery of the contracted Goods (Solar System) to the AKHS-A.

7. **Payments**

 Payments shall be made by finance department of AKHS-A directly to the bank account of the company [if the company does not have bank account then it is highly recommended to open an account preferably at The First Micro Finance Bank of Afghanistan (FMFB-A)] no later than thirty (30) days after successful delivery of the Goods (Solar System) and its acceptance by AKHS-A, and submission of an invoice or request for payment by the Supplier.

8. **Performance Security (N/A)**

8.1 The Contractor shall provide to the AKHS-A Performance Security equal to five (5) % of the Contract Price within 10 days of receiving Notification of Award/Letter of Acceptance in the form of a bank guarantee included in Section 3.

8.2 The Performance Security shall be valid until 28 days beyond the completion of contract obligations including Warranty Period and shall be released to the Supplier on satisfactory correction of the Supplier’s performance obligations under the Contract, including Warranty obligations.

8.3 In the event of termination of the contract for fundamental breach of the Contract by the supplier, the Performance Security shall be forfeited.

9. **Warranty**

9.1 Supplier warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the final destination.

9.2 The warranty shall remain valid for One year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

9.3 The AKHS-A shall give notice to the Supplier stating the nature of any such defects promptly following the discovery thereof. The AKHS-A shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of such notice, the Supplier shall, within 10 days repair or replace the defective Goods or parts thereof, at no cost to AKHS-A.

10. **Termination for Default**

The AKHS-A, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

1. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the AKHS-A ;
2. if the Supplier fails to perform any other obligation under the Contract; or
3. if the Supplier, in the judgment of the AKHS-A has engaged in fraud and corruption, in competing for or in executing the Contract.
4. The supplier agrees to implement policies prohibiting Sexual Exploitation and Abuse (SEA) and to take measures for prevention and response. This includes staff training, confidential reporting mechanisms, survivor support services, investigation cooperation, and regular monitoring. Failure to comply may result in contract termination.

11. **Resolution of Disputes**

11.1 The AKHS-A and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration. The Arbitrator will be nominated by the AKHS-A leadership. The place where arbitration will take place will be Kabul, Afghanistan.

11.2 Arbitration proceedings will be governed by latest Afghanistan Commercial Arbitration Law.

12. **Liquidated Damages**

12.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the AKHS-A will deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage as below.

a) 0.1%/day of the total contract price.

b) The maximum amounts of charges as liquidated damages shall be: 10 % of the contract value. Once the maximum is reached, the AKHS-A may terminate the Contract with the Supplier.

13. **Force Majeure**

13.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

13.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

13.3 If a Force Majeure situation arises, the Supplier shall promptly notify AKHS-A in writing of such condition and the cause thereof. Unless otherwise directed by the AKHS-A in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In Witness whereof the parties thereto have caused this Agreement to be executed the day, month and year written hereunder:

Signed, sealed, and delivered by the said Parties:

|  |  |
| --- | --- |
| Signature on behalf of AKHS-A | Signature on behalf of the Supplier |
| Signature: ………………………………. | Signature: ……………………… Stamp: ………. |
| Name...................................... | Name............................................ |
| Date....................................... | Date............................................. |
| Designation........................... | Designation................................... |

## Performance Security (N/A)

**(Bank Guarantee)**

**Beneficiary:** Aga Khan Health Services – Afghanistan

**Date:** *…………………..*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier]* (hereinafter called "the Applicant") has entered Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of \_ *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_\_) *[insert amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the 30 Day of ……,2024, and any demand for payment under it must be received by us at this office indicated above on or before that date.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s)]*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*