

**Afghan Family Guidance Association (AFGA)**

**REQUEST FOR QUOTATION (RFQ)**

TO: Offers

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Date of Issue:** | September,19th, 2024 |
|  | **Reference:** | RFQ-21-AFGA-2024 |
|  | **Contract Title:** | **Purchase Of:**  **Rental vehicles in three provinces** |
|  | **Closing Date:** | September, 28th, 2024 at 5:00 PM |
|  | **For further information, please contact the Contracting Authority:** | Afghan Family Guidance Association (AFGA)  Contact Person:  Hikmatullah, Jawad Ahmad  Tel: 0766688115, 0765292632  E-mail: hakramy@afga.org.af, jawad@afga.org.af  Add: AFGA main Office, South of Habibia High school, Ayub Khan Mina, Chaman Mir Waiz District 7, Kabul, Afghanistan. |
|  |  | **Please note that the Quotations must be delivered to the Afghan Family Guidance Association (AFGA) at the above address in a sealed envelope clearly marked with the above Reference Number and the name of the submitting company.** | |

**Afghan Family Guidance Association (AFGA) Invites You to Submit a Quotation for The Following:**

AFGA needs rental vehicle in three diffrent provinces. Each province is a seperate lot and you may apply for maximum two lots.

**Instruction for qouting the prices:**

* You may quote you price for one or all lots.
* Each lot is considered as a separate contract.
* You must have a valid business licence.
* Your company should be registered as a transportation company.
* If you have past experience, please attached the documents.
* Payment will be paid after two weeks or on the monthly basis, as agreed in the contract stage.
* The contract prices will be valid till 31 Dec 2024, and then it may be extended after necessary amendment in cost and other conditions.
* Please submit your prices in the **schedule of requirements**. Total your price for the whole lot vertically. In the **Quotation Submission Form (page No.9)** just write total price of each lot.

Lot No#1 (Kapisa Province)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Item(s)** | | **Description** | **Quantity** | **Required Delivery Date** |
|  |
| **1** | Rental Vehicle  Model Mercedes (مرسیدیز)  Model (1999 or above) | | 1. Model Mercedes (Model: 1999 or Above 2000). 2. Any color. 3. The vehicle must have the following specifications, 4. machine must work properly,having an active AC system,ABS/brake system,tires and wheel-caps should be new. 5. The vehicle should be equipped with a chain , a fire extinguisher balloon as and when needed. 6. The vehicle’s document (جواز سیر) shall be valid within the contract period. 7. The vehicle’s driver must have driving license. 8. The vehicle's expenses, such as fuel, engine oil,driver salary, or any other relevant expenses, shall be Covered by the vehicle’s owner under this contract. 9. The vehicle shall be generally used on a daily basis within Kapisa/Mahmood Raqee and also will cover one of the following districts, but not limited to it:  * Tagab * Najrab * Kohistan * Alsay  1. In Lot no-1 there are firve vehicles, the total milage for five vehicles is 9000 KM.payment will be done on the basis of total milage, these five vehicles together should complete 9000 KM in total. In case of exceding km beyoned the 9000 km, extra payment will be done as per km average price. 2. The contract shall not contain any insurance. 3. The contract duration shall be until the end of 2024 and might be extended in the case of project extension and fund availability.   The vehicle shall be equipped with all the other necessary equipment, including a toolbox (wrench...).  Note:the company will be responsible for his driver’s accomodation and other basic need. | 3 | completion of delivery services within 5 working days of the purchase order and contract being signed. |  |
| **2** | Flying Koch (Komakdar) | | * Model Flying Kocj (Model: 1990 or Above ). * Any color. * The vehicle must have the following specifications, * machine must work properly,Having an active AC system,an active ABS/brake system,tires and wheel-caps should be new. * The vehicle should be equipped with a chain ,fire extinghusher baloon as and when needed. * The vehicle’s document (جواز سیر) shall be valid within the contract period. * The vehicle’s driver must have driving license. * The vehicle's expenses, such as fuel, engine oil,driver salary or any other relevant expenses, shall be coverd by the vehicle’s owner under this contract. * The vehicle shall be generally used on a daily basis within Samangan province and will cover one of the following districts, but not limited to it: * Tagab * Najrab * Kohistan * Alasay * The contract shall not contain any insurance. * The contract duration shall be until the end of 2024 and might be extended in the case of project extension and fund availability.   The vehicle shall be equipped with all the other necessary equipment, including a toolbox (wrench...).  Note:the company will be responsible for his driver’s accomodation and other basic need. | 2 |  |  |
|  | |

Lot No#2 (Logar Province)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Item(s)** | | **Description** | **Quantity** | **Required Delivery Date** |
|  |
| **1** | Rental Vehicle  Model Mercedes (مرسیدیز)  Model (1999 or above) | | * Model Mercedes (Model: 1999 or Above 2000). * Any color. * The vehicle must have the follwoing specifications, * machine must work properly,Having an active AC system,an active ABS/brake system,tires and wheel-caps should be new. * The vehicle should be equipped with a chain,fire extingusher baloon as and when needed. * The vehicle’s document (جواز سیر) shall be valid within the contract period. * The vehicle’s driver must have driving license. * The vehicle's expenses, such as fuel, engine oil,driver salary, or any other relevant expenses, shall be covered by the vehicle’s owner under this contract. * The vehicle shall be generally used on a daily basis within Logar province and also will cover one of the following districts, but not limited to it: * Mohammad Agha * Baraki Barak * Pol-e-Alam * Azra * In Lot no-2 there are four vehicles, the total milage for four vehicles is 7200 KM.payment will be done on the basis of total milage, these four vehicles together should complete 7200 KM in total. In case of exceding km beyoned the 7200 km, extra payment will be done as per km average price. * The contract shall not contain any insurance. * The contract duration shall be until the end of 2024 and might be extended in the case of project extension and fund availability.   The vehicle shall be equipped with all the other necessary equipment, including a toolbox (wrench...).  Note:the company will be responsible for his driver’s accomodation and other basic need. | 3 | completion of delivery services within 5 working days of the purchase order and contract being signed. |  |
| **2** | Flying Koch (Komakdar) | | * Model Flying Kocj (Model: 1990 or Above ). * Any color. * The vehicle must have the following specifications, * machine must work properly,Having an active AC system,an active ABS/brake system,tires and wheel-caps should be new. * The vehicle should be equipped with a chain ,fire extinghusher baloon as and when needed. * The vehicle’s document (جواز سیر) shall be valid within the contract period. * The vehicle’s driver must have driving license. * The vehicle's expenses, such as fuel, engine oil,driver salary or any other relevant expenses, shall be coverd by the vehicle’s owner under this contract. * The vehicle shall be generally used on a daily basis within Samangan province and will cover one of the following districts, but not limited to it: * Mohammad Agha * Barakibarak * Pol-e-Alam * Azra * The contract shall not contain any insurance. * The contract duration shall be until the end of 2023 and might be extended in the case of project extension and fund availability.   The vehicle shall be equipped with all the other necessary equipment, including a toolbox (wrench...).  Note:the company will be responsible for his driver’s accomodation and other basic need. | 1 |  |  |
|  | |

Lot No#3 (Samangan Province)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Item(s)** | | **Description** | **Quantity** | **Required Delivery Date** |
|  |
| **1** | Rental Vehicle  Model Mercedes (مرسیدیز)  Model (1999 or above) | | * Model Mercedes (Model: 1999 or Above 2000). * Any color. * The vehicle must have the following specifications, * machine must work properly,Having an active AC system,an active ABS/brake system,tires and wheel-caps should be new. * The vehicle should be equipped with a chain ,fire extinghusher baloon as and when needed. * The vehicle’s document (جواز سیر) shall be valid within the contract period. * The vehicle’s driver must have driving license. * The vehicle's expenses, such as fuel, engine oil,driver salary or any other relevant expenses, shall be coverd by the vehicle’s owner under this contract. * The vehicle shall be generally used on a daily basis within Samangan province and will cover one of the following districts, but not limited to it: * Aybak * Hazrat Sultan * Dare Soof Payeen * In Lot no-3 there are five vehicles, the total milage for five vehicles is 9000 KM payment will be done on the basis of total milage, these five vehicles together should complete 9000 KM in total. In case of exceding km beyoned the 9000 km, extra payment will be done as per km average price. * The contract shall not contain any insurance. * The contract duration shall be until the end of 2024 and might be extended in the case of project extension and fund availability.   The vehicle shall be equipped with all the other necessary equipment, including a toolbox (wrench...).  Note:the company will be responsible for his driver’s accomodation and other basic need. | 3 | completion of delivery services within 5 working days of the purchase order and contract being signed. |  |
| **2** | Flying Koch (Komakdar) | | 1. Model Flying Koch (Model: 1990 or Above ). 2. Any color. 3. The vehicle must have the following specifications, 4. machine must work properly,Having an active AC system,an active ABS/brake system,tires and wheel-caps should be new. 5. The vehicle should be equipped with a chain ,fire extinghusher baloon as and when needed. 6. The vehicle’s document (جواز سیر) shall be valid within the contract period. 7. The vehicle’s driver must have driving license. 8. The vehicle's expenses, such as fuel, engine oil,driver salary or any other relevant expenses, shall be coverd by the vehicle’s owner under this contract. 9. The vehicle shall be generally used on a daily basis within Samangan province and will cover one of the following districts, but not limited to it: 10. Aybak 11. Hazrat Sultan 12. Dare Soof Payeen 13. The contract shall not contain any insurance. 14. The contract duration shall be until the end of 2024 and might be extended in the case of project extension and fund availability.   The vehicle shall be equipped with all the other necessary equipment, including a toolbox (wrench...).  Note:the company will be responsible for his driver’s accomodation and other basic need. | 2 |  |  |
|  | |

**General Criteria:**

* The quoted prices shall be valid for one months from the date of quotation submission to AFGA.
* The company must have experience in Transportation services with National and Internaional NGOs and should attach any documenets to indicate thier similar experience.
* Companies with Similar experience in transportation service projects is preferred
* The company must have a valid business license. Invalid business liscence holding bidders, will be disqualified.
* In case of miscalculation in qoutation, the bidder will be disqualified/excluded from the process.
* Companies can apply for all Lots, however, AFGA will decide to award either one or three lots to a single company.
* Only Transportation companies can apply. Transit and Forwerding companies, Transit and Barrier companies, Logistical companies or any other trading companies are not eligible to apply.

Instructions

1. **Acknowledgement**

Upon receipt of the Request for Quotation, please inform the Afghan Family Guidance Association (AFGA) authorized person if you intend to submit a quotation. Please contact, contact person mentioned above.

1. **Cost of Quotation**

The supplier shall bear all costs associated with the preparation and submission of his quotation and the Afghan Family Guidance Association (AFGA) will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

1. **Eligibility and Qualification Requirements**

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts

In the Quotation Submission form, suppliers shall attest that they meet the above eligibility criteria. If required by the Afghan Family Guidance Association (AFGA), the supplier whose quotation is accepted shall further provide evidence satisfactory to the Afghan Family Guidance Association (AFGA) of its eligibility through certificates issued by competent authorities in its country of establishment or operation or, if such certificates are not available, through a sworn statement.

Suppliers shall also be requested to certify that they comply with Afghan Family Guidance Association (AFGA) “Child Protection Policy” stated in the end.

To give evidence of their capability and adequate resources Suppliers shall provide the information and the documents requested by the Afghan Family Guidance Association (AFGA).

1. **Exclusion from award of contracts**

Contracts may not be awarded to Candidates who, during this procedure:

1. Are subject to conflict of interest:
2. Are guilty of misrepresentation in supplying the information required by the Afghan Family Guidance Association (AFGA)as a condition of participation in the Contract procedure or fail to supply this information.
3. **Documents Comprising the Request for Quotation**

The Supplier shall complete and submit the following document with his quotation:

1. The attached Quotation Submission Form
2. Copies of any registration certificates as required by national legislation or competent authorities including valid company registration certificates and membership certificates of any relevant professional bodies shall be submitted., References that we may contact for further background information of your company. (Shall only be submitted if you have not delivered to the Afghan Family Guidance Association (AFGA) before.
3. Valid licence is only accepted, if the company licence is expired, it will not be included in the bidding process.
4. Tax clearance certificate from Ministry of Finance (MoF).
5. Customs quality control certificates in case of pharmaceutical (Medical Supplies) purchases.
6. Relevant past experience documents
7. Official company bank account details
8. Any other documents required by Afghan Family Guidance Association (AFGA)
9. **Price**

The price quoted by the supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract.

* 1. Price shall be quoted in AFN

**2% tax applicable to the purchase of supplies shall be indicated separately in the Quotation Submission Form.**

1. **Validity**

Quotations shall remain valid and open for acceptance for <30> days after the closing date.

1. **Closing date**

Quotation must be received by the Afghan Family Guidance Association (AFGA) as specified on page 1 not later than the closing date and time. Any quotations received after that will not be considered.

1. **Award of Contract and Criteria**

The Afghan Family Guidance Association (AFGA) will award the Contract to the supplier whose quotation has been determined to be substantially responsive to this Request for Quotation (RFQ) and who has offered the lowest evaluated price, provided further that the supplier has the capability and resources to carry out the Contract effectively and provide after sales service.

The Afghan Family Guidance Association (AFGA) reserves the right to accept all or part of your quotation, whichever is in its best financial interest.

1. **Signature and Entry into force of the Contract**

Prior to the expiration of the period of the quotation validity, the Afghan Family Guidance Association (AFGA) will notify the successful supplier in writing.

Within <5> days of receipt of the Contract, not yet signed by the Contracting Authority, the successful supplier must sign and date the Contract and return it, to the Contracting Authority. On signing the Contract, the successful supplier will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful supplier fails to sign and return the Contract and within the days stipulated, the Afghan Family Guidance Association (AFGA) may consider the acceptance of the quotation to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful supplier will have no claim whatsoever on the Contracting Authority.

1. **Cancellation for Convenience**

The Afghan Family Guidance Association (AFGA) may for its own convenience and without charge or liability cancel the RFQ at any stage.

### Special conditions

**Payment**

Payment will be made upon receipt of the following documents and within 10 days after goods receipt or services has been delivered:

1. Invoice
2. Official Bank Account Details
3. Proof of Delivery Goods Received Note
4. Any other Documents
5. Payment will be made through Cash

**For your Kind Attention:**

While submitted your Quotation, please clearly write the RFQ Number on your sealed bid. Additionally mention the lot number (if there were lots) for which you are bidding.

**QUOTATION SUBMISSION FORM**

**Lot No** **one (Kapisa Province)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Item(s)** | **Unit** | **Quantity** | **Cost (AFN)** | **Total Cost (AFN)** |
|
| **1** | Mercedise Model (1999 0r above) | Vehicle | 3 |  |  |
| **2** | Flying Koch(Komakdar)1990 or above | Vehicle | 2 |  |  |
|  | **Total price including 2% tax** |  |  |  |  |

**Lot No two (Logar Province)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Item(s)** | **Unit** | **Quantity** | **Cost (AFN)** | **Total Cost (AFN)** |
|
| **1** | Mercedise Model (1999 0r above) | Vehicle | 3 |  |  |
| **2** | Flying Koch(Komakdar)1990 or above | Vehicle | 1 |  |  |
|  | **Total price including 2% tax** |  |  |  |  |

**Lot No three (Samangan Province)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Item(s)** | **Unit** | **Quantity** | **Cost (AFN)** | **Total Cost (AFN)** |
|
| **1** | Mercedise Model (1999 0r above) | Vehicle | 2 |  |  |
| **2** | Flying Koch(Komakdar)1990 or above | Vehicle | 3 |  |  |
|  | **Total price including 2% tax** |  |  |  |  |

|  |  |
| --- | --- |
| **Description** | **Information to be entered by supplier in the below columns** |
| Please State Name of Supplier |  |

|  |  |
| --- | --- |
| **Description** | **Information to be entered by supplier in the below columns** |
| Please State Name of Supplier |  |
| Delivery date |  |
| Delivery time |  |
| Guarantee time |  |

After having read this Request for Quotation of **rental vehicle** on behalf of my company/business, I hereby:

* Accept, without restrictions, all the provisions in the Request for Quotation including General Terms and Conditions for Supply Contracts with annexes.
* Provided that a contract is issued by the Afghan Family Guidance Association (AFGA)we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
* Certify and attest that we meet the eligibility criteria stated in the Instructions.
* Certify and attest compliance with the Code of Conduct for Contractors attached with this Request for Quotation (RFQ).

This declaration will be confirmed in the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

|  |  |  |  |
| --- | --- | --- | --- |
| The Supplier | **………………………………………………..** |  |  |
| Name of the company | **………………………………………………..** |  |  |
| Address | **………………………………………………..** |  |  |
| Mobile No | **………………………………………………..** |  |  |
| E-mail: | **………………………………………………..** |  |  |
| Name of Contact Person | **………………………………………………..** |  |  |
| Date: | **………………………………………………..** |  |  |

**General Terms and Conditons**

**DEFINITIONS**

In these general terms and conditions, the terms:

1. “Purchase Order “and “Contract” are used interchangeably and cover also “purchase contract” and/or “supply contract” or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
2. “Seller” and “Contractor” are used interchangeably and shall also cover the term “Supplier” used in any contract as defined above.
3. “Buyer” and “Contracting Authority” are used interchangeably.
4. “Goods” and “supplies” are used interchangeably, to designate the supplies object of the Contract as defined above.
5. The Contracting Authority’s “partners” are the organisations to which the Afghan Family Guidance Association (AFGA)is associated or linked.

**1. Delivery terms**

Delivery Terms Should be as stated above and as per contract.

**2. PAYMENT**

2.1 Payment will be as indicated in the purchase order. Unless otherwise stated in the purchase order, payment terms will be 30 days from receipt of goods and relevant documentation. Payments will only be made by cheque or bank transfer to the Suppliers company bank account.

2.2 Payment made by the Afghan Family Guidance Association (AFGA) does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

**3. INSPECTION AND ACCEPTANCE OF THE GOODS**

3.1. All Goods shall be subject to inspection by the Afghan Family Guidance Association (AFGA)or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Afghan Family Guidance Association (AFGA) when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required inspection, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Afghan Family Guidance Association (AFGA) be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Afghan Family Guidance Association (AFGA) may condition acceptance of the Goods to the successful completion of inspection. In no case shall the Afghan Family Guidance Association (AFGA) be obligated to accept any Goods unless and until the Afghan Family Guidance Association (AFGA) has had a reasonable opportunity to inspect the Goods following their delivery at final destination,

3.5. Notwithstanding any other rights of, or remedies available to, the Afghan Family Guidance Association (AFGA)under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Afghan Family Guidance Association (AFGA) may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

**4. WARRANTY OBLIGATIONS**

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

1. the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
2. that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
3. the Goods are of the quality, quantity and description required by the Contract;
4. the Goods are new and unused; and
5. the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller’s warranties are effective, upon notice by the Afghan Family Guidance Association (AFGA) that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Afghan Family Guidance Association (AFGA) for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Afghan Family Guidance Association (AFGA) may proceed to take such remedial action as may be necessary, at the seller’s risk and expense and without prejudice to any other rights which the Afghan Family Guidance Association (AFGA) may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Afghan Family Guidance Association (AFGA) from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Afghan Family Guidance Association (AFGA) may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

**5. AFTER SALES SERVICE**

The Seller shall be able to handle requests from the Afghan Family Guidance Association (AFGA) for technical assistance, maintenance, service and repairs of the Goods supplied.

**6. Liquidated damages for delay**

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Afghan Family Guidance Association (AFGA) may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

**7. Force Majeure**

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date the Contract becomes effective.

For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, volcanic activity, storms, lightning, unseasonal floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that, any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Afghan Family Guidance Association (AFGA) in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

**8. Termination For Convenience**

The Afghan Family Guidance Association (AFGA) may, for its own convenience and without charge, cancel all or any part of the Contract. If the Afghan Family Guidance Association (AFGA) terminate this Contract in whole or in part upon written notice to the Seller, the Afghan Family Guidance Association (AFGA) shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Afghan Family Guidance Association (AFGA) within thirty (30) calendar days after the Afghan Family Guidance Association (AFGA)notified the Seller of the termination.

**9. VARIATIONS**

The Afghan Family Guidance Association (AFGA) may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Afghan Family Guidance Association (AFGA)may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller’s tender or quotation shall be applicable to the quantities procured under the variation.

**10. Applicable Law and disputes**

The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

**11. REMEDIES FOR DEFAULT**

11.1. The Seller shall be considered in default under the Contract if:

* he fails to deliver any or all of the Goods within the period specified in the Contract;
* he fails to perform any other obligations under the Contract;
* his declarations in respect if his eligibility (article 15) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true;
* he engages in the practices described in article 16 (corrupt practices).

11.2. Upon occurrence of an event of Seller’s default, and without prejudice to any other rights or remedies of the Afghan Family Guidance Association (AFGA) under the Contract, the Afghan Family Guidance Association (AFGA) shall be entitled to one or several of the following remedies:

* liquidated damages for delay under article 7;
* any of the remedies specified in article 4.3;
* refuse to accept all or part of the Goods;
* general damages;
* termination of the Contract.

11.3. Upon termination of the Contract by the Afghan Family Guidance Association (AFGA)under this article, the Seller shall follow the Contracting Authority’s instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Afghan Family Guidance Association (AFGA)shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;

- and/or any sums due by the Seller under article 4.3;

- and/or any excess cost occasioned by a replacement procurement

from other sources.

The Afghan Family Guidance Association (AFGA) shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

**12. Officials**

The Seller warrants that no official of the Afghan Family Guidance Association (AFGA)and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

**13. Child labour and forced labour**

The Seller Should sign the below Child Protection Policy.

**14. Ineligibility**

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

1. He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
3. He has been guilty of grave professional misconduct proven by any means that the Afghan Family Guidance Association (AFGA)can justify;
4. He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the Afghan Family Guidance Association (AFGA)or those of the country where the Contract is to be performed;
5. He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
6. Following another procurement procedure carried out by the Afghan Family Guidance Association (AFGA)or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

**16. Discretion and confidentiality**

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

**15. Corrupt practices**

**Afghan Family Guidance Association (AFGA)**

**Code of Conduct for the Protection of Children and Vulnerable Adults**

This code of conduct sets out AFGA’s expectations of personnel working with children and vulnerable adults.

**Applicable to all Afghan Family Guidance Association (AFGA) personnel\* working with children and vulnerable adults, who must sign up to and abide by this Code of Conduct.** For the purposes of this code of conduct:

A child is a person under the age of 18;

A vulnerable adult is a person over the age of 18 who may be regarded as susceptible to harm and at increased risk due to their circumstances, the context they are in or as a result of social and other inequalities.

I [*insert name*], agree that while undertaking work or activities for AFGA, I will:

* Treat children and vulnerable adults with respect regardless of age, race, colour, sex, gender, sexual orientation, language, religion or belief, political or other opinion, national, ethnic or social origin, property, disability, birth or other status and will not discriminate against, show differential treatment, or favour particular children or vulnerable adults to the exclusion of others
* Not hit or otherwise physically assault or physically abuse children or vulnerable adults
* Refrain from physical punishment or discipline of children or vulnerable adults
* Not develop physical/sexual relationships with nor engage children in any form of sexual activity or acts, including paying for sexual services or acts, with children where under the law(s) applicable to the child, the child is below the age of consent or the act(s) are an offence under relevant laws, or with vulnerable adults
* Not develop relationships with children or vulnerable adults which could in any way be deemed exploitative or abusive
* Not act in ways that may be abusive or may place a child or vulnerable adult at risk of abuse
* Not use language, make suggestions or offer advice to children or vulnerable adults which is inappropriate, harassing, sexually provocative, offensive, abusive, demeaning or culturally inappropriate
* Not behave towards children or vulnerable adults physically in a manner which is inappropriate or sexually provocative
* Not condone or participate in behaviour which is illegal, unsafe or abusive to children or vulnerable adults
* Within the regulatory framework of a given country refrain from hiring children or vulnerable adults for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
* Not invite unaccompanied children into my home, place of residence or accommodation if away from my home
* Not sleep in the same room as an unsupervised child or vulnerable adult unless absolutely essential, i.e. to ensure their protection, in which case I must obtain permission from my supervisor or other appropriate person in authority at AFGA.
* Not use any computers, mobile telephones, or video and digital cameras inappropriately, and never to exploit or harass children or to access, download, distribute, store or create child pornography though any medium (see also ‘Use of children’s images for work related purposes’)
* Not do things for children or vulnerable adults of a personal nature which they can do for themselves
* Not act in ways intended to shame, humiliate, belittle or degrade children or vulnerable adults, or otherwise perpetrate any form of emotional abuse
* Comply with relevant legislation, including labour laws in relation to child labour.

This is not an exhaustive or exclusive list. The principle is that personnel should avoid actions or behaviour towards or around children and vulnerable adults which may constitute poor practice or potentially abusive behaviour.

In general, it is inappropriate to:

* Spend excessive time alone with children or vulnerable adults away from others
* Take children or vulnerable adults to your home or accommodation, especially where they will be alone with you

It is important for all personnel to:

* Be aware of situations which may present risks and manage these
* Plan and organize work/activities and the workplace so as to minimise risks
* Wherever possible, ensure that another adult is present when working with or within the proximity of children or vulnerable adults
* Ensure that a culture of openness exists to enable any issues or concerns to be raised and discussed
* Ensure that a sense of accountability exists between staff so that poor practice or potentially abusive behaviour does not go unchallenged
* Talk to children and vulnerable adults about their contact with staff or others and encourage them to raise concerns
* Empower children and vulnerable adults - discuss with them their rights, what is acceptable and unacceptable, and what they can do if there is a problem
* Engage with and comply fully with any sanctioned AFGA protection reporting or complaints procedures

Use of children’s images for work related purposes

When photographing or filming a child for work related purposes, I must

* Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images
* Before photographing or filming a child, obtain consent from the child or parent or guardian of the child. As part of this I must explain how the photograph or film will be used
* Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable of submissive way. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
* Ensure images are honest representations of the context and the facts
* Ensure file labels do not reveal identifying information about a child when sending images electronically

I understand that the onus is on me, as the person engaged by AFGA, to use common sense and avoid actions or behaviours that could be construed as abusive when engaged to undertake work or activities for AFGA. I understand that AFGA may take disciplinary action if I breach this code of conduct and that serious breaches may result in action leading to dismissal (if employed) or termination of my relationship with AFGA (if not employed).

I understand I am duty bound to report any concerns relating to actual or possible abuse or exploitation of a child or vulnerable adult or risk of such, and to notify relevant AFGA personnel as described in the reporting procedures of any actual or possible breaches of this code of conduct.

Signed .

Name:……………………………………. Date:................................................................