World Vision
Afghanistan

Request for Bid (RFB)

RFB/PR Ref. No: 1935896

Title of the RFB: Supply of Hygiene Kits under Long Term/ Framework Agreement

Date: January 9, 2022

SUBMISSION DEADLINE: January 22, 2022, by 1700hrs (Kabul Local Time)

QUESTIONS / CLARIFICATIONS:
Address to arif_erfan@wvi.org (copy to aziz_obaidi@wvi.org)
Phone Number: +93796525853

Section I - Instructions to Bidders (ITB)

This Section provides **only information to help Bidders understand the bidding procedures and general essential requirements** and standards such as information on the submission, opening, and evaluation of Bids and on the award of Contracts. **The Bidders are not required to sign and submit this Section along with their Bid.**

Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and can be modified according to the nature and requirements of each bidding. **This section supplement Section I, Instructions to Bidders.**

Section III - Evaluation and Qualifications Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

a) substantially responsive to the bidding document, and

b) the lowest evaluated cost.

c) Please ensure that you have carefully examined and submitted your bid in accordance with the **Compliance Assurance Checklist**

Section IV – Bid Submission Form

This Section includes the form for the Bid submission to be completed and submitted by the Bidder as part of its Bid.

Section V – Supply Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

Section VI - Supplier Code of Conduct

World Vision is strongly committed to observe the highest ethical and moral standards in all its procurement activities including safeguarding of children and adults in our programmes. This Code of Conduct provides a set of principles and behaviours in our everyday conduct of business, ensuring internationally recognized procurement ethics are followed.

Section VII – Draft Form of Contract

I - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

II - Particular Conditions of Contract (SCC)

This Section consists of contract data and specific provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions of contract.

Section I - Instructions to Bidders (ITB)

1. Scope of Bid

1.1 The Purchaser, as specified **in the BDS,** issues this Request for Bid (RFB) for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VI, Schedule of Requirements. The name, identification and number of lots (contracts) of this ITB are **specified in the BDS.**

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;

(b) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

(c) "Delivery Period" is the specified period from the issue date of Purchase Order (PO) for delivery of Goods, as per the applicable incoterms;

(d) "Goods" means all goods, materials or items that the Supplier is required to supply to the Purchaser under an issued PO. Details of such Goods are set out in **Section V – Supply Requirements.**

(e) "Purchaser" as specified in the BDS, means the World Vision International – Afghanistan.

2. Fraud and Corruption

2.1 The World Vision International requires compliance with the World Vision's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Section V.

3. Eligible Bidders

3.1 A Bidder may be a firm that is a private institution as an individual entity or combination of private entities in the form of a joint venture (JV) under an existing Contract or with the intent to enter into such an Contract supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

3.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder in the same tendering proceeding; or

(b) has the same legal representative as another Bidder; or

(c) has a close business or family relationship with a professional staff of the Purchaser who: (i) are directly or indirectly involved in the preparation of the bidding document

or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the World Vision throughout the Bidding process and execution of the Contract.

(d) A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid in the same procurement proceeding which is basically to avoid multi-ownership and undue influence of the competition environment.

(e) A Bidder may have the nationality of any country, subject to the restrictions by an act of compliance with a decision of the **United Nations Security Council taken under Chapter VII of the Charter of the United Nations or sanctions policies applied by the World Vision International**.

(f) A Bidder that has been sanctioned by World Vision International, pursuant to the World Vision's Anti-Corruption Policies and Framework, shall be ineligible to be prequalified for, bid for, propose for, or be awarded a contract or benefit from a World Vision's contract, financially or otherwise, during such period of time as the World Vision shall have determined.

(g) A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4. Clarification of Request for Bid

4.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Request for Bid and to furnish with its Bid all information or documentation as is required by the bidding document.

4.2 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification within 3 working days, provided that such request is received at least 5 days prior to the deadline for submission of Bids. Should the clarification result in changes to the essential elements of the RFB, the Purchaser shall amend the Request for Bid following the procedure under ITB 5.

5. Amendment of the Request for Bid

5.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the RFB by issuing addenda.

5.2 Any addendum issued shall be part of the Request for Bid and shall be published in the online portal where originally the RFB has been issued. At the same time, such addendums shall also be communicated in writing to all prequalified vendors who received the RFB.

6. Preparation of Bid

6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

6.2 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7. Documents Comprising the Bid

7.1 The Bidder shall submit its bid in accordance with the Bid Compliance Assurance Checklist provided under **Section III - Evaluation and Qualifications Criteria.**

8. Letter of Bid and Price Schedules

8.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in **Section IV, Bidding Forms**. The forms must be completed without any material alterations to the text, and no substitutes shall be accepted except with prior confirmation by the Purchaser before the bid submission deadline elapses. All blank spaces should be filled in with the information requested.

9. Bid Prices and Discounts

9.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

(a) all items must be listed and priced separately in the Price Schedules.

(b) the price to be quoted in the Letter of Bid shall be the total price of the Bid, including any applicable taxes in the country.

(c) in case the Bidder quotes any discounts, such discounts shall be quoted separately from the total bid price and also indicate the methodology for their application in the Letter of Bid.

(d) prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise **specified in the BDS.**

(e) the delivery terms of the goods shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the BDS.**

(f) prices quoted by the bidder is considered inclusive of any costs associated with inland transportation, insurance, and other local services required to deliver the Goods to named place of destination **specified in the BDS**.

10. Currency of the Bid

10.1 The Bidder shall quote in local currency (AFN) for the portion of the bid price that corresponds to the expenditures incurred in Afghanistan, unless otherwise **specified in the BDS.**

11. Validity Period of Bids

11.1 Bids shall remain valid for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser). A Bid shall be rejected that offers validity for a shorter period that is inconvenient for the Purchaser to evaluate the bids and finalize the contract award recommendations.

11.2 The Purchaser should put in adequate resources and efforts to assess the bids and make the contract awards within initial validity period of the bids.

11.3 In exceptional circumstances, if the Contract award is delayed beyond the bid validity period as specified in ITB 11.1, the Purchaser can solicit a revised bid price from the same bidders who participated in the bidding process and/ or adding new pre-qualified vendors. In such a case, the Purchaser will evaluate and make the award decision considering the reasonability of the revised price and availability of adequate funds.

12. Bid Securing Declaration

12.1 The Bidder shall furnish as part of its Bid, a Bid Securing Declaration in the form specified in **Section IV – Bidding Forms.**

12.2 If a Bidder withdraws its Bid during the period of Bid validity period specified by the Bidder in its Bid; or if the successful Bidder fails to sign the Contract, the Purchaser may declare the Bidder ineligible to be awarded a contract by the World Vision International for a period of time as **stated in the BDS**.

13. Format and Signing of Bid

13.1 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation of Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.

13.2 All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

13.3 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

13.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

13.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

14. Submission and Opening of Bids

14.1 The Bidder shall deliver/ submit the bid in methodology and rightly to the address as **specified in BDS**.

14.2 If a Bid is not submitted in the prescribed methodology and to the address specified in **ITB 14.1**, the Purchaser will assume no responsibility for the misplacement or premature receipt and assessing of the Bid.

15. Deadline for Submission of Bids

15.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

15.2 The Purchaser does not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late and rejected.

16. Withdrawal, Substitution, and Modification of Bids

16.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 13.1.

16.2 **No Bid** shall be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid unless such withdrawal, substitution or modification happens within the extended bid validity period/ beyond the original bid validity period.

17. Bid Opening

17.1 The Purchaser conducts the bid opening by a designated panel without participation of the bidders. Bids are not opened publically.

17.2 While opening of the Bids, important credentials of the Bids including bidder's name, bid price, any discounts if offered, any substitution, modification or withdrawal; and any other details as the designated panel may consider appropriate shall be clearly recorded in the minutes of the bid opening.

18. Evaluation and Comparison of Bids

18.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on the Contract award decision is formalized and is transmitted to all Bidders.

18.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

18.3 Notwithstanding **ITB 18.2**, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it shall do so **in writing**.

18.4 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser will be rejected. **The Purchaser's request for clarification and the response shall be in writing.** No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be permitted to the Bidders, except in circumstances that the Contract negotiations allow to do so.

18.5 The Purchaser's determination of a **Bid's responsiveness** is based on the contents of the Bid itself considering the **evaluation and qualifications criteria** provided in **Section III**.

18.6 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(iii) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

18.7 Provided that the Bid is substantially responsive, the Purchaser corrects any **arithmetical errors** on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

19. Abnormally Low Bids

19.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

19.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser will seek written clarification from the Bidder, including a detailed price analysis of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFB.

19.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser reserves the right to reject the Bid.

20. Purchaser's Right to Accept any Bid, and to Reject any or all Bids

20.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment of the bidding process, the Purchaser shall notify all bids of such a decision.

21. Notification of Contract Award

21.1 After the contract award decision approved by the World Vision International competent authority, the Notification of Contract Award will be issued to all prospective bidders who have participated in the bidding process. This notification will also allow the unsuccessful bidders to seek clarifications on the ground that their bids were rejected. In such a case, the clarification

from the Purchaser will be only in regards to the requester's bid and will not reveal any information about other bids.

22. Signing of Contract

22.1 After determination of the successful bidder and securing the required review and approval processes, the Purchaser will send to the successful bidder the Contract and the Beneficial Ownership Disclosure Form for signing. The Bidder shall sign, date and return the Contract to the Purchaser along with the Beneficial Ownership Disclosure Form within 3 business days.

Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[The notes with the italicized form are provided for guidance only and shall be removed when issuing the RFB.]

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is: **1935896** The Purchaser is: **World Vision International - Afghanistan** The name of the RFB is: **Supply of Hygiene Kits under Long Term/ Framework Agreement** The number and identification of lots: **One Lot**
ITB 3.1	Maximum number of members in the Joint Venture (JV) shall be: **Three (3)**
ITB 4.2	For **Clarification of Bid purposes** only, the Purchaser's address is: Attention: **Arif Erfan, Supply Chain Administrator** Telephone: +93796525853 Electronic mail address: **Address to arif_erfan@wvi.org (copy to aziz_obaidi@wvi.org)** Requests for clarification should be received by the Purchaser no later than: **Five (5) days prior to the Bid Submission deadline**
ITB 6.2	The language of the Bid is: **English** All correspondence exchange shall be in **English** language. Language for translation of supporting documents and printed literature is: **Persian/ Pashto**
ITB 14.5	The prices quoted by the Bidder **SHALL** be subject to adjustment during the performance of the Contract. **This formula is applicable when the currency fluctuation gets to +/- 5% of the base rate as of currency agreed in the contract, and the adjustment is made on quarterly basis as of the 1st day of the new quarter.** E2 = E0 – E1 E3 = E2 x 100/ E0 **P0 = P1+E3** P0 = 'Revised Contract Price' payable after price adjustment P1 = 'Base Price' agreed as per the Contract E1 = 'Base Rate' for Exchange of currency as of Contract Award Date E0 = 'Prevailing Exchange Rate' as of the 1st day of the new quarter [**The source of the exchange rate is Da Afghanistan Bank, and the exchange rate factor is 'selling transfer rate'**]

	E2 = Difference of Exchange Rates (between the Base Rate and the Prevailing Exchange Rate) E3 = The percentage of the amount to be considered for price adjustment (+/-)
ITB 9.1(e)	The Incoterms is: **Edition 2020, DDP Final Destination (Herat city, Ferozkoh – Ghor, Maimana – Faryab, Qala-e-Naw – Badghis and Kabul city)**
ITB 9.1(f)	• Place of destination: **Herat city, Ferozkoh – Ghor, Maimana – Faryab, Qala-e-Naw – Badghis and Kabul city** • Term of the Contract: **12 months (subject on extension contingent to availability of funds and satisfactory performance of the supplier)**
ITB 11.1	The Bid validity period shall be **90 days**
ITB 12.2	If the Bidder performs any of the actions prescribed in ITB 12.2 the Purchaser will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of **Two (2)** years.
ITB 14.1 and 15.1	For **Bid submission purposes** only, the Purchaser's address is: **a) In case of physical submission of bids:** Submission Address: **Opposite of Agriculture Department, Amiriat Street, WV Herat Office** City: **Herat** Country: **Afghanistan** Bidders **alternatively have** the option of submitting their Bids electronically. **b) The electronic Bidding submission shall be made ONLY to the address below:** ***Afgo_procurement@wvi.org*** **The deadline for Bid submission is:** Date: **January 22, 2022** Time: **1700hrs (Kabul Local Time)**

Section III - Evaluation and Qualifications Criteria

This Section contains the criteria to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

Most Advantageous Bid

The Purchaser will use the criteria and methodologies listed in **Parts 1 and 2** below to determine the Most Advantageous Bid for Contract Award. The Most Advantageous Bid is the Bid that meets the qualification criteria and whose Bid has been determined to:

i. **Substantially meet the Eligibility Requirements;**

ii. **Meet the minimum passing marks of the Technical Criteria that is 75 points out of 100;**

iii. **Substantially meet the Financial Capability Criteria; and**

iv. **the lowest evaluated Bid.**

Part 1: Eligibility Requirements

1. The Bidder shall have the legal capacity to enter into a contract, including registration of the supplier in a country eligible for contracting; **the bidder shall furnish a valid business license along with its bid**;
2. Written **power of attorney** of the signatory of the bid to commit the bidder; The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation of Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.
3. Declaration of **Conflict of Interest** Form. Bidders found to have a conflict of interest shall be disqualified. Failure to disclose such an information may result in the rejection of the bid.
4. **Bankruptcy**-the bidder should not have been declared bankrupt or involved in bankruptcy or receivership proceedings and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future;
5. **Supplier Code of Conduct Form**- adherence to supplier code of conduct, Ethical principles such as no child labor, etc. **the relevant form must be completed, signed and stamped.**
6. **VETTING**

   Successful bidders must be successfully screened and vetted. This involves checking the bidder and its key personnel against Global Watch Dog Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

   The vetting of bidders will be completed after the award decision and prior to any contract being signed, or orders placed. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), the Purchaser will withdraw its award decision.
7. **Deviation in payment schedule**

   No advance payment is made. Bidders that precondition acceptance of their bid to 'advance payment' will be considered non-responsive.

Part 2: Evaluation and Qualification Criteria

(a) Technical Criteria

1. **Experience and Technical Capacity [30 points]**

   The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

   The Bidder must have the necessary similar experience, technical expertise and capacity to perform the Contract. The similarity of the experience is assessed in comparing to the value, nature and complexity of the goods required under the current bid. As the means of proof, the bidders shall submit along with their bid a copy of their contracts/ Contracts with the above similarity definitions that have been successfully executed within the last Five (5) years.

2. **SUSTAINABILITY CRITERIA *20 points***

   Criteria used to evaluate the impact a supplier has on the environment, local economy and community. Bids will be evaluated against the same pre-agreed Criteria:

Pillar	Indicators
Economic	- Employment generation; - Value for Money;
Environmental	- Waste management standards; - Protection of ecosystems and using eco label;
Social	- Safeguards of the human rights; - Child and adults safeguards; - Health and safety of labour and beneficiaries; - Gender equality;

3. **Delivery Schedule – *20 points***

   The Goods specified in the List of requirements shall be delivered within the acceptable time range for the Purchaser. The maximum lead time for supply of the goods as defined in the supply requirements is 10 days. Bidders are assessed and scored against this criterion for offering shorter lead time.

4. **Availability and quality acceptance of samples – *30 points***

   The Bidder shall provide a sample of each item in the list of Supply Requirements within 3 days upon request of the Purchaser. Such samples will be assessed by the Subject Matter Experts for quality check before the bids are evaluated and a contract award decision is concluded. The samples of unsuccessful bidders will be returned after the Contract is awarded.

Total Technical Marks = 100 [*Adjusting the technical marks within the given ranges, the total shall amount to 100*]

(a) Financial Capability Criteria

1. The Bidder shall have a good financial standing and have access to adequate financial resources at least equivalent to the magnitude of the current bid in order to demonstrate that it can execute the contract and all its existing commercial commitments without any disruption to the performance of the Contract. As the means of proof, the bidder shall submit a verified copy of the bank statement, line(s) of credit, trades receivables or any other documents that can demonstrate the current financial status of the bidder.

2. Reports on the financial history of the bidder, such as profit and loss statements, auditor's reports or any other valid documents that can demonstrate the soundness of the financial history of the bidder and indicate its long-term profitability for the last 3 years.

Compliance Assurance Checklist

Bidders are required to verify completeness and responsiveness of their bid against the following Checklist

Item	Question	Bidder's Response		
		Yes / No	Means of Proof	Comments, if any
1	The Bidder has examined this RFB carefully and agrees with its all terms and conditions without any material comments and/ or reservations.		Bid Submission Form **Is duly completed and signed**	
2	Written **power of attorney** of the signatory of the bid to commit the bidder.		**Valid power of attorney is attached**	
3	The Bidder shall have the legal capacity to enter into a contract, including registration of the supplier in a country eligible for contracting.		**Copy of valid Business License is attached**	
4	The bidder shall not be in a state of conflict of interest when participating to this tendering process and further entering into a contract with WVI if determined to be a successful bidder. Also, the bidder shall have full adherence to the World Vision Supplier Code of Conduct.		Declaration of **Conflict of Interest** Form duly completed and signed: **Supplier Code of Conduct**	
5	the bidder should not have been declared bankrupt or involved in bankruptcy or receivership proceedings and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future		Bid Submission Form **Is duly completed and signed**	
6	The Bidder has examined the requirements and offered its price as per the Supply Requirements.		**Section V – Supply Requirements** The Price List and Specifications of Goods are duly signed and stamped	
7	The Bidder fully comply with the **Financial Capability** requirements under Evaluation and Qualifications Criteria.		Verified copy of the bank statement, line(s) of credit, trades receivables or any other documents that can demonstrate the current financial status of the bidder.	
8	The Bidder fully comply with the **Experience and Technical Capacity** requirements defined under Evaluation and Qualification Criteria.		A copy of bidder's contracts/ agreements with the above similarity definitions that have been successfully executed within the last Five (5) years.	
9	The Reference Check Form duly completed and signed by Bidder		Reference Check Form Reference Check Form	
10	Vendors qualification and registration form completed and signed		The form below completed and signed Vendors Qualification Registration Form	

Section IV – Bid Submission Form[1]

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: 1935896

Name of the RFB: Supply of Hygiene Kits under Long Term/ Framework Agreement

To: **World Vision International - Afghanistan**

(a) **No reservations:** We have examined and have no reservations to the Request for Bid document including its all annexes;

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;

(c) **Conformity:** We offer to supply in conformity with the Request for Bid document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: **Supply of Hygiene Kits under Long Term/ Framework Agreement**

(d) **Bid Price**: The total price of our Bid, excluding any discounts offered in item (e) below is:

Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

(e) **Discounts**: Our offered discount is: [*Specify the amount. Please put zero if no discount is offered*.]

(f) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 11.1 (that is 90 days) from the date fixed for the Bid submission deadline specified in BDS 14.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(g) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the contract terms;

(h) **No Conflict of Interest**: We confirm that we are not in a state of conflict of interest and fully comply with the Code of Ethics provided in Section V.

(i) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or Suppliers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Vision International policies or pursuant to a decision of the United Nations Security Council;

(j) **State of Ownership**: We, the undersigned, confirm that we are fully private owned entity and does not have any shares with the Afghanistan government institutions as well as state owned enterprises.

(k) **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(l) **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder[2]: [*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder[3]: [*insert complete name of person duly authorized to sign the Bid*

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

---

[1] *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*
Note: All italicized text is to help Bidders in preparing this form.

[2] In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

[3] Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Section V – Supply Requirements

Price List for Hygiene Kits

1	2	3	4	5	6	7	8	9	10
No.	**Item Name**	**Item Specifications**	**Qty of Items**	**Unit**	**Country of Origin To be Offered by Bidder**	**Name of brand/ manufacturer/ marks To be Offered by Bidder**	**Unit Cost (AFN)**	**In land transportation to the final destination**	**Total Cost per Item (AFN) (Cols 8x4+9)**
1	Hand and body Soap	Soap for hand and body wash, 125 grams, disinfectant, anti-vapor, cleaner, hygienic composition and fragrant.	1	Bar					
2	Soap Case	Plastic soap-case, standard size, two-piece and boilable	1	PCs					
3	Laundry Soap	Laundry Soap 200 grams, quality acceptable to the hygiene standards	1	Bar					
4	Plastic Jerry can	Plastic Jerry Can (20 liters),with 20 Liters capacity, appropriate thickness, light weight and white color made from PVC coated polyester fabric, polyethylene, or equivalent material acceptable at hygiene standards	1	PCs					
5	Plastic bucket	Plastic bucket (20 liters), flexible with the cap, handle, high desnsity Poly Ethylene, UV resistant, smooth and desired color.	1	PCs					
6	Plastic Mug	Plastic mug / AftabA (2 LTR size),with good quality, light weight, with proper handle.	1	PCs					
7	Soft cotton cloth	Soft Cotton Cloth (2 m^2 piece), soft, 100% cotton, best quality, humidity absorbant.	1	M2					
8	Toothbrush for adults	Toothbrush for adult size, individually wrapped, strong bristles for a clean feeling with desired hardness (Soft, medium or hard)	1	PCs					
9	Toothpaste	Toothpaste tube (125gm), flouride, fight cavity and tartar, reduce the mouth fever, and anti-teeth rust, with cooling/ mint flavor	1	Tube					
10	Towel	Towel (40 x 70 cm), 100% cotton and moisture absorbent	1	PCs					

11	Sanitary pads	Pack of 10 pcs, absorber, Ultra-Thin material: Cotton shape, absorbent style, it is not allergic, disinfectant and adapting with human body - different sizes at choice of Purchaser	1	Pack					
12	Shampoo	Shamphoo (300ml, standard quality), anti-allergy for normal har, anti-dandruff, anti-itching to be supplied at desire	1	Bottle					
13	Plastic mug/ Aftaba	Plastic mug / AftabA (2 LTR size),with good quality, light weight, with proper handle.	1	PCs					
14	Shampoo for baby	300ml, paraben free, no tears, Hypoallergenic, for normal baby hair	1	PCs					
15	Rash Cream	Zinc ointment, tube of 125g	1	PCs					
16	Disposable diapers	Very absorbent, soft, pack of 30 or 32 pieces (small or medium size)	1	Pack					
17	Soap for baby	Non-perfumed, for baby, Hypoallergenic, wrapped bar, 100g	1	Bar					
18	Nail cutter	Curved clipping edges, Easy grip handle for a sure hold, standard size and quality for baby	1	PCs					
19	Toothpaste for kids	organic toothpaste for baby with flouride, 75g tube	1	PCs					
20	Toothbrush for Children	Tooth brush for child size, soft, individually wrapped, and should not harm the children Gingiva.	1	PCs					
21	Loofah bath	Hand holding loofah bath, woven or equivalent specs, handy size, desired color	1	PCs					
TOTAL including any applicable taxes and delivery to the final destination								-	-

Name of the Bidder [*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: [*insert complete name of person duly authorized to sign the Bid*

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

II. Requirements Specifications

Specifications of Goods

[Columns 6, 7 & 8 below shall be completed by Bidders]

1	2	3	4	5	6	7	8
No.	**Item Name**	**Item Specifications**	**Qty of Items**	**Unit**	**Country of Origin To be Offered by Bidder**	**Name of brand/ manufacturer/ marks To be Offered by Bidder**	**Confirm Availability of Samples upon Request of the Purchaser (Yes/ No)?**
1	Hand and body Soap	Soap for hand and body wash, 125 grams, disinfectant, anti-vapor, cleaner, hygienic composition and fragrant.	1	Bar			
2	Soap Case	Plastic soap-case, standard size, two-piece and boilable	1	PCs			
3	Laundry Soap	Laundry Soap 200 grams, quality acceptable to the hygiene standards	1	Bar			
4	Plastic Jerry can	Plastic Jerry Can (20 liters),with 20 Liters capacity, appropriate thickness, light weight and white color made from PVC coated polyester fabric, polyethylene, or equivalent material acceptable at hygiene standards	1	PCs			
5	Plastic bucket	Plastic bucket (20 liters), flexible with the cap, handle, high density Poly Ethylene, UV resistant, smooth and desired color.	1	PCs			
6	Plastic Mug	Plastic mug / AftabA (2 LTR size),with good quality, light weight, with proper handle.	1	PCs			
7	Soft cotton cloth	Soft Cotton Cloth (2 m^2 piece), soft, 100% cotton, best quality, humidity absorbent.	1	M2			
8	Toothbrush for adults	Toothbrush for adult size, individually wrapped, strong bristles for a clean feeling with desired hardness (Soft, medium or hard)	1	PCs			
9	Toothpaste	Toothpaste tube (125gm), flouride, fight cavity and tartar, reduce the mouth fever, and anti-teeth rust, with cooling/ mint flavor	1	Tube			
10	Towel	Towel (40 x 70 cm), 100% cotton and moisture absorbent	1	PCs			
11	Sanitary pads	Pack of 10 pcs, absorber, Ultra-Thin material: Cotton shape, absorbent style, it is not allergic, disinfectant and adapting with human body - different sizes at choice of Purchaser	1	Pack			
12	Shampoo	Shampoo (300ml, standard quality), anti-allergy for normal har, anti-dandruff, anti-itching to be supplied at desire	1	Bottle			
13	Plastic mug/ Aftaba	Plastic mug / AftabA (2 LTR size),with good quality, light weight, with proper handle.	1	PCs			
14	Shampoo for baby	300ml, paraben free, no tears, Hypoallergenic, for normal baby hair	1	PCs			
15	Rash Cream	Zinc ointment, tube of 125g	1	PCs			
16	Disposable diapers	Very absorbent, soft, pack of 30 or 32 pieces (small or medium size)	1	Pack			

17	Soap for baby	Non-perfumed, for baby, Hypoallergenic, wrapped bar, 100g	1	Bar			
18	Nail cutter	Curved clipping edges, Easy grip handle for a sure hold, standard size and quality for baby	1	PCs			
19	Toothpaste for kids	organic toothpaste for baby with fluoride, 75g tube	1	PCs			
20	Toothbrush for Children	Tooth brush for child size, soft, individually wrapped, and should not harm the children Gingiva.	1	PCs			
21	Loofah bath	Hand holding loofah bath, woven or equivalent specs, handy size, desired color	1	PCs			

Name of the Bidder [*insert complete name of the Bidder*]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: [*insert complete name of person duly authorized to sign the Bid*

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*]

Section VI - Supplier Code of Conduct

World Vision is strongly committed to observe the highest ethical and moral standards in all its procurement activities including safeguarding of children and adults in our programmes. This Code of Conduct provides a set of principles and behaviours in our everyday conduct of business, ensuring internationally recognized procurement ethics are followed. Standard elements of good business practice should also be applied. The Code of Conduct is applicable to staff from all World Vision entities, and extends to suppliers, contractors, volunteers, and Board Members. To ensure World Vision is donor complaint, we will adhere to donor procurement requirements, where applicable. Suppliers and their subcontractors must sign the Code of Conduct, acknowledging agreement to abide by the principles herein.

This is mandatory for all bidders to carefully examine the Supplier Code of Conduct, complete, sign and stamp it. This form must be submitted along with the bidder's offer. The file is provided as object below:

World Vision
Supplier Code of Con

Section VII – Draft Form of Contract

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FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the xx day of the month of xx Year xx, between on the one hand the **World Vision International – Afghanistan** (hereinafter called the "Purchaser") with address of opposite of Agriculture Department, Herat, Afghanistan and, on the other hand, **[*insert name of the Supplier*]** (hereinafter called the "Supplier") with business location [***insert supplier's address***], registered with the [***insert country of registration and number***].

WHEREAS

(a) the Purchaser has requested the Supplier to supply certain goods and related services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Goods");

(b) the Supplier, having represented to the Purchaser that they have the required professional skills, and logistics capacity to supply the Goods based on the terms and conditions set forth in this Contract at total price of [***insert the contract price and currency***].

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, and the priority of the documents shall be as follows:

(I) the Particular Conditions of Contract;

(II) the General Conditions of Contract;

(III) the Price Schedule and Specifications;

(V) the Supplier's Bid

2. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:

(a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

3. This Contract supersedes any and all other Contracts, oral or written, between World Vision International – Afghanistan and Supplier with respect to the subject matter hereof, and no Contract, statement, or promise relating to the subject matter of this Contract other than that which is contained herein shall be binding upon the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of World Vision International – Afghanistan	**For and on behalf of the Supplier**
Name:	Name:
Title:	Title:
Date:	Date:

I – Particular Conditions of Contract

Clause Ref. number of General Conditions of Contract	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The Purchaser is **World Vision International – Afghanistan**
1.1(l)	The Supplier is: [*insert name of the supplier*]
1.1(a)	The Contract name is: **Supply of Hygiene Kits under Long Term/ Framework Agreement**
1.2	The Applicable Law is:
1.3	The language is **English**
1.4	The addresses are: Purchaser: Opposite of Agriculture Department, Amiriat Street, Herat, Afghanistan Attention: Supply Chain Management Department Email: Phone Number: Supplier: Attention: Email: Phone Number:
1.5	Final Destination is: **Herat city, Ferozkoh – Ghor, Maimana – Farhab, Qala-e-Naw – Badghis, Kabul** The prescribed Incoterms and edition is: **DDP edition 2020**
1.6	The Authorized Representatives are: For the Purchaser: For the Supplier:
2.1	The date on which this Contract shall come into effect is **Signing date of the Contract**.
2.2.2	The Starting Date for the commencement of Services is **from the effective date of the Contract.**
2.3	The Intended Term is: **12 months (Subject on extension contingent to availability of funds and satisfactory performance of the Supplier)**

<table>
<tr><th>Clause Ref. number of General Conditions of Contract</th><th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th></tr>
<tr><td>3.5.1</td><td>The liquidated damages rate is 0.5% (half of one percent) per day of the goods value ordered. The liquidated damages begin from noon the day after the agreed lead time has elapsed to noon the day the goods have been received. The maximum amount of liquidated damages is 10 percent of the ordered price. The following exclusions apply to liquidated damages:

if the Supplier is under Force Majeure as per GCC Clause 2.5,

if execution of the service order delays due to whatsoever reasons as a matter of defaults by the Purchaser; or

if the Supplier requests and the Purchaser approves a waiver of the liquidity damages in exceptional circumstances.</td></tr>
<tr><td>6.2(a)</td><td>The Contract Price in local Currency is:</td></tr>
<tr><td>6.2(b)</td><td>The Contract Price in Foreign Currency is:</td></tr>
<tr><td>6.3</td><td>Payments shall be made according to the following schedule:

• No advance payment is made to the Supplier. The Purchaser will reimburse the Supplier in respect of the payments pre-financed by it;

• The payments are made to the Supplier within 15 days from the date of receipt of invoice and subject to certification by the Purchaser, that the goods have been delivered, pursuant to the performance indicators:

➢ The Goods have been delivered as per the right quality, quantity to the right address at the right time;

➢ the Supplier has to submit proper invoice with clear issuing date, name and reference number of the contract addressing to World Vision International – Afghanistan;

The payments will be made through bank transfer to one the following bank accounts, which will agreed prior to the transfers:

<table>
<tr><td>Bank Name</td><td></td></tr>
<tr><td>Bank Branch</td><td></td></tr>
<tr><td>Name</td><td></td></tr>
<tr><td>Swift</td><td></td></tr>
<tr><td>Beneficiary Account Number</td><td></td></tr>
<tr><td>Currency</td><td></td></tr>
<tr><td>Account Type</td><td></td></tr>
</table>

<u>Currency of Payment:</u>

• The payments for distribution/ transfer of Foreign Currency will be made in the same currency denominated in the Service Order;</td></tr>
</table>

Clause Ref. number of General Conditions of Contract	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	• The payments for the Local Currency portion will be exchanged and remitted in US Dollar currency considering the exchange rate as of the confirmed date of the invoice. The source of exchange rate will be Da Afghanistan Bank (www.dab.gov.af) using 'selling transfer' rate. **Taxes:** The Supplier has sole responsibility for the payment of all applicable taxes (income, payroll, unemployment, withholding tax etc.) in connection to this Contract.
8.2.	The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows: GCC 8.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. Arbitration Institution will be: The seat of arbitration will be The language of Arbitration will be Number of arbitrators:

Section II - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "**Contract**" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in the Form of Contract;

(b) "**Contract Price**" means the price to be paid for the performance of the Services, in accordance with GCC Clause 6;

(c) "**Completion Date**" means the date of completion of the Services by the Supplier as certified by the Purchaser in the Service Order;

(d) **"Incoterms"** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).

(e) "**Foreign Currency**" means US Dollar;

(f) "**GCC**" means these General Conditions of Contract;

(g) "**Government**" means the Government of Afghanistan;

(h) "**Local Currency**" means AFGHANI;

(i) "**Transaction**" means the deposit or withdrawal of cash or any other transfer of money not representing a payment;

(j) "**Purchaser**" means the World Vision International – Afghanistan that is permitted to purchase Goods from the Supplier under this Contract.

(k) "**Party**" means the Purchaser or the Supplier, as the case may be, and "Parties" means both of them;

(l) "**Personnel**" means persons hired by the Supplier or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

(m) "**PCC**" means the Particular Conditions of Contract by which the GCC may be amended or supplemented;

(n) "**Supplier**" is a person or corporate body whose Bid to provide the required Goods has been accepted by the Purchaser;

(o) "**Supplier's Bid**" means the completed technical and financial Bids submitted by the Supplier to the Purchaser;

(p) "**Related Services**" means the work to be performed by the Supplier pursuant to this Contract;

(q) **"Term"** means the duration of Contract starting on the Commencement Date of the Services. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of Afghanistan, unless otherwise **specified in the Particular Conditions of Contract (PCC).**
1.3 Language	This Contract has been executed in the language **specified in the PCC,** which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the PCC.**
1.5 Delivery Location and Incoterms	The Goods shall be supplied in accordance with the Incoterms and delivered to the final destination **specified in the PCC**.
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Supplier may be taken or executed by the officials **specified in the PCC.**
1.7 Taxes and Duties	The Supplier, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the PCC.**
2.2 Commencement of Supply	The Supplier shall start supply of the Goods from the date the Contract becomes effective, or at such other date as may be **specified in the PCC.**
2.3 Intended Completion Term	Unless terminated earlier pursuant to Sub-Clause 2.6, the intended completion Term is **specified in the PCC.**
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties.
2.5 Force Majeure	

2.5.1 Definition

For the purposes of this Contract, "**Force Majeure**" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Purchaser

The Purchaser may terminate this Contract, by not less twenty eight (28) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.6.1:

(a) if the Supplier does not remedy a failure in the performance of its obligations under the Contract, within ten (10) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;

(b) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(c) if the Supplier become insolvent or bankrupt;

(d) if, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(e) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption and/ or breach of safeguards policy in competing for or in executing the Contract.

2.6.2 By the Supplier

The Supplier may terminate this Contract, by not less than twenty eight (28) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Purchaser fails to pay any monies due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue; or

(b) if, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Supplier will be paid approved fees and expenses for services performed in accordance with this Contract up to the date of termination.

3. Obligations of the Supplier

3.1 General

3.1.1 The Supplier shall supply the Goods and deliver the related services in accordance with the terms and conditions of this Contract, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or third parties.

3.1.2 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

3.2 Confidentiality

3.2.1 The Supplier, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the identities of Beneficiaries, the Services, Purchaser's personnel or the Purchaser's business or operations without the prior written consent of the Purchaser.

3.2.2 The obligation of the Supplier under Sub-clauses 3.2.1 above, however, shall not apply to information that

a) now or hereafter enters the public domain through no fault of that party;

b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

3.3 Warranty and Insurance by the Supplier

3.4.2 Neither the Supplier nor its employees, workers, or subcontractors shall be deemed employees of Purchaser for any purposes, nor shall be considered eligible or participate in any Purchaser's benefits or insurance programs.

3.4.3 The Supplier (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost insurance against all risks and coverage such as third party liabilities, bodily injuries to the Supplier's employees, worker's compensation or professional liability and the premium for such insurances are deemed included in the Supplier's Proposal.

3.4.4 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

3.4.5 the Supplier further 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 final destination.

3.4.6 Unless otherwise specified in the **PCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **PCC.**

3.4.7 In case of any defects to the supplied Goods, the Purchaser will give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.

3.4.8 Upon receipt of such notice, unless otherwise **specified in the PC**, the Supplier shall, within 3 days expeditiously repair or replace the defective Goods or parts thereof, at **no cost** to the Purchaser.

3.4.9 If having been notified, the Supplier fails to remedy the defect within the period specified in the **GCC Sub-clause 3.4.8,** the Purchaser wil proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

3.4 Supplier's Actions Requiring

The Supplier shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

Purchaser's Prior Approval

(a) entering into a subcontract for the performance of any part of the Services, and

(b) changing the program of activities.

3.5 Liquidated Damages

3.5.1 Payments of Liquidated Damages

The Supplier shall pay liquidated damages to the Purchaser at the rate per day **stated in the PCC** for each day that delivery of the services is later than the lead time of the services that is specified in each purchase order. The total amount of liquidated damages shall not exceed the amount **defined in the PCC.** The Purchaser may deduct liquidated damages from payments due to the Supplier. Payment of liquidated damages shall not affect the Supplier's liabilities.

4. Fraud and Corruption

The Purchaser requires compliance with the World Vision International's Code of Conduct and its prevailing policies and procedures. The World Vision International partnership follows 'zero tolerance' rule with regard to fraud and corruption. Any fraud and/ or corruption behavior by the Purchaser's staff, vendors, contractors and other stakeholders is always unacceptable. Such behavior directly violates the World Vision International's Code of Conduct.

5. Obligations of the Purchaser

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Supplier, then the remuneration and reimbursable expenses otherwise payable to the Supplier under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

6. Payments to the Supplier

6.1 Lump-Sum fees

The Supplier's fees shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Supplier in carrying out the Services described in this Contract.

6.2 Contract Price

(a) The price payable in local currency is **set forth in the PCC.**

(b) The price payable in foreign currency is set **forth in the PCC.**

6.3 Terms and Conditions of Payment

Payments will be made to the Supplier according to the payment schedule **stated in the PCC. Unless otherwise stated in the PCC**, No advance payment is made to the Supplier. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Supplier have submitted an invoice to the Purchaser specifying the amount due.

7. Quality Control

7.1 Identifying Defects

The Purchaser shall inspect and check the Supplier's performance and notify him of any defects that are found to impact the quality of the services negatively. Such checking shall not affect the Supplier's responsibilities. The Purchaser may instruct the Supplier to rectify any poor performance that is not as per the performance indicators set **in the SCC sub-Clause 6.3** of this Contract.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Purchaser shall give notice to the Supplier of any defects identified in delivery of the services.

(b) Every time notice a defect is given, the Supplier shall correct the notified defect within the length of time specified by the Purchaser's notice.

(c) If the Supplier has not corrected a material defect within the time specified in the Purchaser's notice, the Purchaser will assess the cost of having the defect corrected, and such costs shall be compensated by the Supplier.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

In case any disputes as referred to above cannot be settled amicably, any Party can refer the matter to the arbitration. The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the PCC.**

9 Anti-terrorism

World Vision International is a relief, development and advocacy organization dedicated to working with the children, families and communities to overcome poverty and injustice. As such, WVI-Afghanistan is determined to accomplish its purpose without directly or indirectly facilitating terrorism, WVI-A has instituted due diligence procedures that requires all staff, vendors, contractors, and other stakeholders to commit to the following: 'That they have not and will not commit, attempt, advocate, facilitate or participate in terrorism activity.

Supplier will seek to ensure that resources received under this Contract, whether in cash or in kind, are not used, directly or indirectly, to provide support to terrorist entities or individuals. Supplier agrees to employ all reasonable efforts to ensure that such resources (a) are not knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity associated with terrorism as designated on the Consolidated United Nations Security Council Sanctions List https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list or (b) any other similar lists that may be established by the United Nations Security Council; and/or (c) are not used in any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations."

10	Indemnification	Supplier agrees to indemnify and hold harmless the Purchaser and any of its affiliates or subsidiaries, and all of the officers, agents, and employees of World Vision International - Afghanistan and such entities, from any and all claims, liabilities, loss, or damages arising out of Supplier's performance of this Contract, whether or not such claim, liability, loss or damage is based in whole or in part upon any negligent act or omission of Purchaser or any of the other indemnified parties.