



Islamic Republic of Afghanistan
Ministry of Agriculture, Irrigation & Livestock
Central Project Management Office (CPMO)

GRANT- 0506/0507-AFG: Panj-Amu River Basin Sector Project (P-ARBSP)

REQUEST FOR QUOTATIONS – SUPPLY
Of Machineries (Tractor with Required Equipment's)

NO: MAIL/P-A RBSP/SHP/24

22-May-2021



REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : Supply of Machineries (Tractor with Required Equipment's)

Source of Funding : ADB

Contract Ref : _____

Date of Issue of Request: **22-May-2021**

To : _____

Sir/Madam:

1. The Panj-Amu River Basin Sector Project (P-ARBSP/CPMO/MAIL) (Purchaser) hereby requests you to submit price quotation/(s) for the supply of the following items:

No	Items	Specification/Description	Unit	Quantity
1	Tractor	As Attached in Attachment 2	Each	3
2	Tractor trailer (single axle)		Each	3
3	Furrow Ridger (double furrow)		Each	3
4	Tractor Front Blade		Each	3
5	Normal Seed drill		Each	3
6	Cultivator (tractor driven)		Each	3

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
- you/your firm are/is not a citizen/national of an ADB member country, or
 - you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - you/your firm are/is owned by the Purchaser, or
 - you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or
 - the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.



To be qualified, you must have experience as a manufacturer or authorized supplier of the items covered by this **Request for Quotation** and, as evidence, you must also attach a document of your experience as supplier in at least one contract in the last **5 years** for Amount of **5,172,300.00 AFN** the similarity of the Bidder's participation shall be based on **supply of Agriculture Equipment and Machinery**.

3. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be **AFN**.
- (b) The prices should be quoted for supply and delivery to **Badakhshan, Takhar and Kunduz Provincial offices** and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in **English** language) for each item quoted, including names and addresses of firms providing after-sales service facilities in **Badakhshan, Takhar and Kunduz Provincial offices**.
- (c) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the original shall prevail.
- (e) Your quotation(s) should be valid for a period of 30 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.
- (f) A Pre-Bid meeting will take place on **29-May-2021 at 10:00 AM** in CPMO Meeting Room, First Floor of Ever Green Building, CPMO Procurement Section Ministry of Agriculture, Irrigation and Livestock (MAIL).

Submission and Opening

- (g) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by **01-June-2021** with the required documents that should be signed, sealed in an envelope, and addressed to and delivered to the following address:

Purchaser's Address : **CPMO Procurement, First Floor, Ever Green Building, Ministry of Agriculture, Irrigation and Livestock (MAIL).**

Telephone : **0202922235**

- (h) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on **01-June-2021 at 10:00 AM** and at the following address. **First Floor of Ever Green Building, CPMO Procurement Section Ministry of Agriculture, Irrigation and Livestock (MAIL)**

Evaluation and Comparison

- (i) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it



contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.

- (j) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected

Award of Contract

- (k) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.
- (l) The Supplier whose quotation has been accepted will be notified by the Purchaser within 7 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Purchaser.
- (m) The successful Supplier shall sign the **Contract** governed by the **Contract Terms and Conditions**.
"In addition to the quoted price, the contract price shall include Business respite Tax 4 %.
4. Further information can be obtained from:
- | | |
|-----------|---|
| Name | : CPMO Procurement |
| Address | : First Floor of Ever Green Building, CPMO Procurement Section Ministry of Agriculture, Irrigation and Livestock (MAIL) |
| Telephone | : 0202922235 |
| Fax | : N/A |
| E-mail | : cpmo.proc@gmail.com & ihsanullah.ihsan@mail.gov.af |

5. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
6. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
7. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as



applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

8. You/your firms, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:

9. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

10. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

11. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

12. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Signature
Hamdullah Hamdard
Program Director for CPMO

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

² Any such disclosure shall be forwarded by the Purchaser to ADB.



Attachment 1

SUPPLY AND DELIVERY SCHEDULE

No	Item Description	Specification	Unit	Quantity	Unit Price	Total Price	Delivery Schedule
1	Tractor	As Attached in Attachment 2	Each	3			Within 90 days after signing of contract. One item to each DAIL offices of below provinces: (1) Badakhshan (2) Takhar and (3) Kunduz
2	Tractor trailer (single axle)		Each	3			
3	Furrow Ridger (double furrow)		Each	3			
4	Tractor Front Blade		Each	3			
5	Normal Seed drill		Each	3			
6	Cultivator (tractor driven)		Each	3			
Total Amount							

[Note: 4 % BRT must be included in quoted Price.]



Attachment 2

TECHNICAL SPECIFICATIONS

No	Item Description	Specification	Unit	Quantity	Delivery Schedule
1	Tractor	<p>Engine:</p> <ul style="list-style-type: none"> • Engine Power: 70- 90hp, • Engine RPM: 65-75 • Engine Speed at 540 PTO rpm: 1580 - 1750 rpm • Wheel Drive: 2WD • No of Cylinders: 4 • Stroke: 95- 105 mm • Capacity: 115-135 mm • Aspiration: 3.8-4.5 • Throttle Control: Thermostat • Air Cleaner type: Water • Oil Cooler: Water Cooler <p>Brakes:</p> <ul style="list-style-type: none"> • Brake types: Oil immersed • Brake actuation: Hydraulic • Parking Brakes: Hard laver operated <p>Capacities:</p> <ul style="list-style-type: none"> • Fuel Tank: 100-120 L • Engine Sump: 7-9 L • Cooling system: 14-16 L • Hydraulic System: 40-50 • Power Steering Reservoir: 1.5-2.5 L • Hub each side: 0.5-1.5 • Gauges • Tachometer • Hour Meter • Fuel Lever • Water Temperature • Battery Condition <p>Electrics:</p> <ul style="list-style-type: none"> • Voltage: 12 V, Negative Earth • Battery: 90-100 Ah • Alternator/Starter: 40-50 A /2-3 KW <p>Front blade facility:</p>	Each	3	<p>Within 90 days after signing of contract.</p> <p>One item to each DAIL offices of below provinces: (1) Badakhshan (2) Takhar and (3) Kunduz</p>



		<p>The tractor should have facility to attach hydraulically operated deflectable front blade for pushing earth.</p> <p>Other specifications:</p> <ul style="list-style-type: none"> • Steering Type: Hydrostatic • Transmission: 6-8 Front gear 1-2 reverse • Max Speed: 25-35 Kmh • Bucket capacity: 0.8-1.2 Cubic Meter • Weight Lifting: 0.65 -1 Tone • Back Plough: 0.4 -0.6m • Maximum pressure: 2000-2500kg <p>Standard Equipment:</p> <ul style="list-style-type: none"> • Standard toolbox with set of tools • Top Link • Cat -I and II Balls • Check chains • Chain stabilizers • Spring suspension seat • Flat top fenders • Operator manual <p>Accessories:</p> <ul style="list-style-type: none"> • Essential spare parts" 			
2	Tractor trailer (single axle)	<p>Quality certification: The trailer should confirm with the standard specified by ISO 8231 or equivalent.</p> <p>Type: Single axel hydraulic system match power.</p> <ul style="list-style-type: none"> • Compatible to tractor power 70-90, preferably 85 <p>Physical dimensions of tractor: Main Chassis: 150 x 75 mm.</p> <ul style="list-style-type: none"> • Support channel: 75 x 40 mm • Floor plate form: 4 mm thickness • Side wall: 2 mm (corrugated) • Outer dimension: 3048 x 1828 x 534 mm • Weight: 1700 kg <p>Other details: Loading platform should be provided with hinged sideboard with appropriate locking arrangements.</p>	Each	3	<p>Within 90 days after signing of contract.</p> <p>One item to each DAIL offices of below provinces: (1) Badakhshan (2) Takhar and (3) Kunduz</p>



		<ul style="list-style-type: none"> Specifications for lighting, breaks, axel, tyres (pneumatic), workmanship, materials for fabrications of all parts of tractors, and allowable speed in metaled road should confirm with IS 8213 or equivalent <p>Accessories:</p> <ul style="list-style-type: none"> Essential spare parts Operating manuals Tractor connecting tools 			
3	Furrow Ridger (double furrow)	<p>Physical details:</p> <ul style="list-style-type: none"> Number furrow: 2 furrows (adjustable spacing). Material for the frame: Steel Frame: 100 x 100 mm Working depth: 250 to 300 mm Frame width: Adjustable (1000 to 1500 mm) <p>Operated arrangement:</p> <ul style="list-style-type: none"> To be operated by 70-90 HP capacity tractor or less. <p>Accessories:</p> <ul style="list-style-type: none"> Instruction manual for its installation and operation. Necessary service / maintenance kits (units) containing essential spare parts, maintenance manuals. Tractor connecting tools 	Each	3	<p>Within 90 days after signing of contract.</p> <p>One item to each DAIL offices of below provinces: (1) Badakhshan (2) Takhar and (3) Kunduz</p>
4	Tractor Front Blade	<p>Physical details:</p> <ul style="list-style-type: none"> Material for the blade: Steel Blade width: 5-6 feet with cutting edge Blade height: less than 18 -24 inches Deflectable angle: around 300 in vertical plane Overall width of blade when angled to 30 degrees: about 60 to 72 inches Blade thickness: about 10 gauge <p>Operated arrangement:</p> <ul style="list-style-type: none"> Hydraulically operated by 70-90 HP capacity tractor or less <p>Accessories:</p>	Each	3	<p>Within 90 days after signing of contract.</p> <p>One item to each DAIL offices of below provinces: (1) Badakhshan (2) Takhar and (3) Kunduz</p>



		<ul style="list-style-type: none"> • Instruction manual for its installation and operation • Necessary service / maintenance kits (units) containing essential spare parts, maintenance manuals • Tools for connecting with tractor" 			
5	Normal Seed drill	<p>Quality certification:</p> <ul style="list-style-type: none"> • The equipment should be as per ISO standard (or equivalent). <p>Physical details:</p> <ul style="list-style-type: none"> • Number of seeding rows: 9 to 13. • Row spacing: adjustable according to crop spacing (normally between 15 to 30 cm standard / adjustable. • Overall width of seed drill (working width): 2.1 to 2.5 m. • Depth of operation: Adjustable (depending on crops normally 5 to 10 cm). • Seed box and fertilizer boxes with adequate capacities. <p>Seed metering:</p> <ul style="list-style-type: none"> • Fluted roller mechanism adjustable lever at the inlet. <p>Fertilizer metering:</p> <ul style="list-style-type: none"> • Agitator and sliding orifice type with adjustable lever at the inlet. <p>Operating arrangement:</p> <ul style="list-style-type: none"> • Tractor operated. • Equipped with central and side ground wheels (circular) with number of spikes (12 or more) in its periphery for smooth operation. • Seed and fertilizer distribution by number of plastic tubes (equivalent to number of seeding rows) each of which equipped with metering wheel and seed / fertilizer rate adjustment level at their inlets. <p>Power source:</p> <ul style="list-style-type: none"> • About 50 HP tractor. <p>Accessories:</p> <ul style="list-style-type: none"> • Instruction manual for its installation 	Each	3	<p>Within 90 days after signing of contract.</p> <p>One item to each DAIL offices of below provinces: (1) Badakhshan (2) Takhar and (3) Kunduz</p>



		<p>and operation.</p> <ul style="list-style-type: none"> Necessary service / maintenance kits (units) containing essential spare parts, maintenance manuals. Tractor connecting tools. 			
6	Cultivator (tractor driven)	<p>Physical details:</p> <ul style="list-style-type: none"> Material for the frame: Steel. Number of shanks (or teeth): 11. Adjustable hole spacing: 1 inch (or 25.4 mm). Working depth: 7 inch (or 178 mm). Effective width: 7.5 feet (or 2.29 m). <p>Operated arrangement: To be operated by 70-90 HP tractor.</p> <p>Accessories:</p> <ul style="list-style-type: none"> Instruction manual for its installation and operation. Necessary service / maintenance kits (units) containing essential spare parts, maintenance manuals. Tractor connecting tools. 	Each	3	<p>Within 90 days after signing of contract.</p> <p>One item to each DAIL offices of below provinces: (1) Badakhshan (2) Takhar and (3) Kunduz</p>

All items must be original and un-used.

Note: all pages should be signed and Stamp: -----



FORM OF QUOTATION (Goods)

_____ (Date)

To: The Panj-Amu River Basin Sector Project / MAIL/P-A RBP/SHP/24

We offer to execute the Machineries (Tractor with Required Equipment's) MAIL/ADB/CPMO/P-ARBSP/2021/SHP/24 in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Address : _____

Telephone Number : _____

Fax Number, if any : _____

Email address (optional): _____



ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 7 days from receipt.: Please provide a **Performance Security** for the due performance of the Contract, within **7 days** of receipt of this returned **Form of Quotation**, in the amount equivalent to **10% of the Contract Price** in term of **Bank Guarantee, Cash is not acceptable.**

Name of Purchaser : The Panj-Amu River Basin Sector Project (P-ARBSP)

Authorized Signature : _____

Name of Signatory :

Title of Signatory :

Date : _____



CONTRACT

Name of Country:

Project Name:

Name of Contract: _____

Contract Number _____

This Contract is entered into on ___[date]___ day of ___[month]___, ___[year]___, between ___[name of Purchaser]___ (hereinafter called "the Purchaser") on the one part, and ___[name of Supplier]___ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for _____ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of ___[amount in words]___ [amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation, with Supply and Delivery Schedule;**
 - b) **Contract Terms and Conditions;** and
 - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Afghanistan on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative



CONTRACT TERMS AND CONDITIONS

Project Name: P-ARBSP

Purchaser: P-ARBSP/CPMO/MAIL

Package No: MAIL/P-A RBP/SHP/24

Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

1. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Afghanistan

2. Language

All communications and documents related to the Contract shall be in English.

3. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

4. Fraud and Corruption

This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.



5. Fixed Contract Price

The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

6. Delivery Schedule

The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** when it is required from the date of signing of contract.

7. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

8. Delivery and Documents

Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

10. Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

- 1. 90% within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract and upon submission of the required documents as per clause 8 above (Delivery and Documents)
- 2. 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser covering the warranty period in clause 11.

11. Warranty

Goods offered should be covered by manufacturer's warranty for at least **12 months** from the date of delivery to the Purchaser.



12. Defects

All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

12.1 Facility: Regional Offices

Address: **Badakhshan, Takhar and Kunduz, CPMO/P-ARBSP**

13. Resolution of Disputes

The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Islamic Republic of Afghanistan.

14. Failure to Perform

The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

15. Force Majeure

The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

16. Termination Due to Integrity Violation

The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

17. Accounts and Records

The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

18. Suspension of ADB Loan or Credit

In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 30 days for payment provided for in Clause 10 [Payments], the Supplier may immediately issue a 14-day termination notice.



19. Liquidated damages : If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 % per week of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract value. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to terms and condition of the contract.

