

INVITATION TO BID (ITB) No.: AFG-021-2017**ITB NAME: Facility Management Supplies**

ITB Issuance Date: 23-Feb-17

Dear Sir/Madam,

You are kindly requested to submit your bid for supply of goods described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to anugroho@idlo.int with copy to pmyhre@idlo.int not later than 72 hours prior to the deadline for submission of bids. The requests for clarification will have "Request for clarifications for ITB No.021/Facility Management Supplies/2017 mentioned in the subject.

This ITB is comprised of:

Instructions to bidders

Terms of Reference (ToR) : Annex A

Bid Submission Form : Annex B

Price Schedule : Annex C

IDLO Special Conditions of Contract : Annex D

Past Experience Form : Annex E

IDLO General Terms and Conditions for the Procurement of Services : Annex F

Bids shall be submitted to the following secure e-mail address: tenders@idlo.int no later than 16 March 2017 14:00 hours, Kabul, Afghanistan time and should have "Bid for ITB No.021/Facility Management Supplies /2017 mentioned in the subject. Bids shall not exceed 200MB in size.

Bidders are highly requested to read the ITB documents properly and stamp/sign all necessary documents.



INSTRUCTIONS TO BIDDERS:

Qualification Requirements	<p>Bidders are required to submit the following documents to ascertain their qualification:</p> <ul style="list-style-type: none"> (a) a valid Trade License (b) If applicable Authorized Representation in Afghanistan (c) USD Bank Account (d) Vendor is to provide samples for selected goods; (e) At least two (2) Completion Certificates of contracts of similar nature for the supply of good provided the vendor during the last two (2) years to any public-sector institution; Autonomous Body, Corporation or Private sector organization. (f) Complete, sign, and stamp ANNEX-E, Previous Experience Form <p>All documentary evidence submitted by the Bidders will be reviewed and its adequacy will be further established to the satisfaction of IDLO.</p>
Determination of Bids Responsiveness	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ul style="list-style-type: none"> a) has been properly signed; b) is substantially responsive to the requirements. <p>A substantially responsive bid is one which conforms to all the terms, requirements, conditions, and specifications of the ITB.</p>
Correction of errors	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ul style="list-style-type: none"> a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and b) 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 shall govern. c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.
Evaluation Criteria	Evaluation of bids will take into account the following:

	<ol style="list-style-type: none"> 1. Qualification of the bidder base on LPTA 2. Technical responsiveness of the bid 3. Price 4. Delivery schedule (on as needed basis and within 3 days from date of issuance of order form)
Award of Contract	<p>IDLO shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the ITB, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.</p>
Late Bid Submission	Late bids or bids received through another channel than the one mentioned in this ITB will be automatically rejected and either returned unopened or destroyed if the return cannot be secured.
Partial bids	Partial bids are not permitted.
Validity of bids	90 days from deadline for submission of bids.
Currency of bids	USD
Pre-Bid Meeting & Site Visit	Reserved
Clarification of Bid Documents	<p>A prospective bidder requiring any clarification of the Bid documents may notify the IDLO in writing or by electronic transmission such as e-mail address indicated below:</p> <p>anugroho@idlo.int and cc to pmyhre@idlo.int</p> <p>IDLO Procurement will respond to all written requests for clarification received prior to the submission date of the Bid, providing that sufficient time remains to notify all prospective bidders of the questions and the answers and for them to react. Copies of the IDLO's responses, including a description of the questions will be forwarded to all the bidders.</p>
Addendum of Bid Documents	<p>At any time prior to the deadline for submission of Bids, IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid documents by issuing an addendum.</p> <p>Any addendum thus issued shall be part of the Bid documents, and shall be communicated by e-mail to all bidders. Prospective bidders shall acknowledge receipt of each addendum by e-mail to the IDLO</p>

	at the following e-mail address: anugroho@idlo.int and cc to pmyhre@idlo.int .
Required attachments to the bid	The bid will consist of: <ul style="list-style-type: none"> - Annexes B and C duly completed - Documents referred to under Qualification Requirements (if requested) - Any catalogues and technical documentation that Bidder considers adequate
Bid Submission	<p>Submitting Bids:</p> <ol style="list-style-type: none"> a. Bids shall be submitted to the following secure e-mail address: tenders@idlo.int b. Bids submitted to other emails than mentioned in clause (a) will automatically ground for rejection/disqualification. <p>Deadline for submission:</p> <ol style="list-style-type: none"> a. Bids must be received by IDLO at the address noted under Clause (a), submitting bids no later than 14:00 Hours, 16 March 2017. b. IDLO may, at its discretion, extend the deadline for submission of Bids by issuing an addendum, in which case all rights and obligations of the IDLO and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with your company.

Annex – A
Terms of Reference (ToR)
Facility Management Supplies

1. Objectives

This Terms of Reference is to support IDLO programs by providing management supplies to enhance the IDLO application and end-user services including but not limited to electric items, plumbing items, Furniture, and other miscellaneous items.

2. Terms of Reference

The project shall cover the supply and delivery of the facility management supplies as well as assistance for the deployment of these equipment to the IDLO compound located at House No.03 left, Club Corner, Nashnas Street, Shashdarak, Kabul, Afghanistan and in accordance with the specification and quantity provided here in:

The contractor must be authorized distributor for the product on the bid document. IDLO would perform inspection upon receive the equipment ensuring the serial numbers for each product is genuine and verified where applicable.

3. All facility management equipment/tools should be of European standard.

4. Security Protocol:

- Prior to arrival, the Supplier shall contact the Logistic officer.
- All vehicles must be parked outside. No vehicles are allowed into the compound.
- The supplier must inform the Logistic officer, 24 hours' prior arrival and provide the following information:
 - a. Full name of the personal;
 - b. Vehicle identification License plate, colour, type
 - c. Time of arrival
- Logistic officer will arrange the entry with IDLO Security and NDS personnel.

ANNEX - B
BID SUBMISSION FORM

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said Invitation to Bid for the total amount of [insert the amount and currency in figures and letters] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the delivery schedule specified in the ITB.

We agree to abide by this Bid for a period of 90 days from the deadline for submission of Bids indicated in this ITB, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Date:

Signature/Position:

Duly authorized to sign the bid for and on behalf of



ANNEX C – PRICE SCHEDULE

For the purpose of the proposed Firm Fixed Unit Price Contract, this Annex C, Bid Price Schedule, shall serve as the bases for the pricing that will be set out and described in Contract Annex C, Payment and Invoicing.

The rates and prices shall include all necessary costs for all labor, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Agreement including Annex A, Terms of References.

SPECIFICATION & BILL OF QUANTITY

No.	Item Description in English	Item Description in Local Language	Unit	Unit Price in USD	Estimated Quantity	Total Amount in USD
Electrical Items						
1	Bulb 1W	گروپ نیون ۱ وات	Each		400	
2	Bulb 13W	گروپ نیون ۱۳ وات	Each		300	
3	Bulb 36W	گروپ نیون ۳۶ وات	Each		200	
4	Socket	ساکت برق	Each		50	
5	Double Socket	دبل ساکت	Each		50	
6	Rubber Tap	رابر تیب	Each		100	
7	Fuse 32, 25 and 63 Amp	فیوز ۳۲، ۲۵ و ۶۳ امپیر	Each		20	
8	Electric Cable	کیبل برق	Meter		30	
9	Extension cord	سه ساکت	Each		20	
10	Neon 85 Cm	نیون ۸۵ سانتی متر	Each		20	
11	Automatic water boiler 6,8 liters	ترموز برقی اتومات ۶ و ۸ لیتره	Each		10	
12	Stabilizer 2000W	سنتبلازر ۲۰۰۰ وات	Each		5	
13	Stabilizer 5000W	سنتبلازر ۵۰۰۰ وات	Each		3	

No.	Item Description in English	Item Description in Local Language	Unit	Unit Price in USD	Estimated Quantity	Total Amount in USD
14	Stabilizer 7000W	ستبلايزر ۷۰۰۰ وات	Each		2	
15	Stabilizer 10000W	ستبلايزر ۱۰۰۰۰ وات	Each		2	
Plumbing Items						
1	Water Heater for Boiler	آب گرمی بايلر	Each		25	
2	Inlet Pipe 60cm	نيچه بايلر	Each		30	
3	Water Control valve	وال سيفتی	Each		15	
4	Muslim Shower	مسلم شاور	Each		15	
5	Water Tap 1 Inch	شير دهن ۱ انچ	Each		5	
6	Water Tap 0.5 Inch	شير دهن نيم انچ	Each		5	
7	Silicone Glue	سرش سليکان	Each		30	
8	Small Valve 1/2	چوچه وال نيم انچ	Each		20	
9	Plastic Spring Pipe	پايپ کش	Each		20	
10	Water Boiler 50Ltr (bath room)	بايلر ۵۰ ليتر برای تشناب	Each		5	
11	Water Boiler 80Ltr	بايلر ۸۰ ليتر	Each		5	
12	Nut, different Size	واشر سايز های مختلف	Each		30	
13	Water Pipe (1 inch)	پايپ آب ۱ انچ رابری اصل	Meter		50	
14	Waste remove Water Pump	پمپ تخلیه چاه سپيتیک	Each		2	
15	Pressure Tank Switch	سويچ تانک فشار	Each		2	
Furniture						

No.	Item Description in English	Item Description in Local Language	Unit	Unit Price in USD	Estimated Quantity	Total Amount in USD
1	Office Desk (Small)	میز دفتری (خورد)	Each		10	
2	Office Desk (Medium)	میز دفتری (متوسط)	Each		10	
3	Office Chair (Small)	چوکی دفتری (خورد)	Each		10	
4	Office Chair (Medium)	چوکی دفتری (متوسط)	Each		10	
5	File Cabinet (Metal, 3 Drawers)	الماری اسناد (فلزی ۳ روکه)	Each		10	
6	File Cabinet (Metal, 4 Drawers)	الماری اسناد (فلزی ۴ روکه)	Each		10	
Miscellaneous Items						
1	Wall Paint - Off White + Brush and Roller	رنگ اف وایت معه برس و رولر	Pack		10	
2	Propane Gas (11kg & 42kg Balloons)	گاز مایع در بالونهای ۱۱ کیلویی و ۴۲ کیلویی	KG		1712	
3	Refill of Fire Extinguisher	پرکاری بالون های ضد حریق	Liter		150	
4	Dish TV Recharge HD TV Quality, 24 Dish TV sets	چارچ کارت دیش تی وی ۲۴ سیت	Month		8	
5	Mobil Top-up Card (Roshan, Etisalat, MTN) 250 AFN	کردیت کارت موبایل (روشن، اتصالات، ام تی ان) ۲۵۰ افغانی	Each		30	
6	Mobil Top-up Card (Roshan, Etisalat, MTN) 500 AFN	کردیت کارت موبایل (روشن، اتصالات، ام تی ان) ۵۰۰ افغانی	Each		30	
7	Mobil Top-up Card (Roshan, Etisalat, MTN) 1000 AFN	کردیت کارت موبایل (روشن، اتصالات، ام تی ان) ۱۰۰۰ افغانی	Each		30	
Total						

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
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- (a) Payment shall be made after the delivery of the items to the required destination, net 30 (thirty) from receipt of invoices and the following required documents: 1) signed handover note, and 2) Copy of Contractor License.
- (b) No interim payment shall be made to the contractor.

ANNEX - D
IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of delivery	<i>IDLO Kabul Office located at House No. 03 left, Club Corner, Nashnas Street, Shashdarak, District No.9, Kabul, Afghanistan.</i>
Delivery deadline	<p>The goods must be delivered on as needed basis and within 3 days from date of issuance of order form.</p> <p>Or for Framework Contracts:</p> <p>The contract will be signed for a period of up to 08 months. IDLO is not obliged to use the all goods provided by the Contractor.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
Payment terms	IDLO will conduct the payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the supplier.

ANNEX-E
PAST EXPERIENCE FORM

Description of services/goods/works/	Country	Total amount of contract	Contract Identification and Title and Contact details of Client: (Name, Address, telephone, email, fax)	Year project was undertaken

<p>Name, position and signature of the official representing requested entity</p> <hr/> <p><i>Duly authorised to sign this quotation</i></p> <p>Date:</p>	<p>Stamp (if applicable)</p>
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Important: Technical Specification of product specifying each item offered is essential and makes an integral part of the bid. Failure to provide necessary products technical specification deemed as non-compliant. IDLO reserves the right to reject any poor quality item without any payment to supplier.

ANNEX-F
IDLO GENERAL TERMS AND CONDITIONS
FOR THE PROCUREMENT OF GOODS

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Goods.

The contract or purchase order shall be governed by the following General Terms and Conditions for the Procurement of Goods, together with the incorporated attachments or annexes if any. Any departure from these General Terms and Conditions shall only be valid if mutually agreed to between the Parties in writing.

1. DEFINITIONS

In these General Terms and Conditions for the Procurement of Goods (hereinafter referred to as "General Terms and Conditions") the following definitions shall apply for the interpretation of contracts and purchase orders: "IDLO" or "Organization" means the International Development Law Organization. "Contractor" means the supplier of goods named in the contract or purchase order, represented by its duly authorized representative to undertake contractual obligations on behalf of the supplier. "Contract" means the contract relating to the procurement of goods between IDLO and the Contractor and includes these General Terms and Conditions. "Parties" means the Contractor and IDLO collectively, and "Party" means either one of them. "Purchase Order" (hereinafter referred to as "Contract") means a contract in a standard format relating to the procurement of goods between IDLO and the Contractor and includes these General Terms and Conditions. "Goods" means any goods supplied, or to be supplied, to IDLO by the Contractor (or any of the Contractor's sub-contractors) pursuant to or in connection with the Contract.

2. ENTRY INTO FORCE OF CONTRACTS

IDLO declares that it is entering into this Contract in pursuit of its public and institutional aims. A contract shall enter into force on the day after both Parties have signed it. The Contract shall be drawn up in English or in the language agreed by the Parties, each Party receiving one original copy.

3. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent Contractor. The Contractor's

personnel and sub- contractors shall not be considered in any respect as being employees or agents of IDLO.

4. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to IDLO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect IDLO and shall fulfill its commitments with the fullest regard to the interests of IDLO.

5. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the contract, reliable individuals who will perform effectively in the implementation of this contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

6. DELIVERY

The goods shall be shipped F.O.B. Destination. The Contractor shall hand over the goods, and IDLO shall take over the goods, at the address and within the delivery date stipulated in the contract. All manuals, instructions, and any other information relevant to the goods shall be in English, unless otherwise stipulated in the contract. Notwithstanding any term used in this contract, risk of loss, damage to, or destruction of the goods shall be borne by the Contractor until physical delivery of the goods to IDLO has been completed in accordance with the terms of the contract.

7. PAYMENT



Unless expressly stipulated otherwise in the Contract, IDLO shall make payment usually by means of a bank remittance:

- (a) For goods delivered to IDLO within 30 days of: (i) taking delivery of the goods; or (ii) receiving the invoice and any other documents specified in the contract, whichever is the latest dated one.
- (b) The Contractor shall deliver the customs transport documents to IDLO.
- (c) Unless otherwise authorized by IDLO, a separate invoice must be submitted by the Contractor for each contract of carriage necessary for the implementation of this Contract.
- (d) The price of the goods shall be as stated in the Contract and may not be increased, except by the express and written agreement of IDLO.
- (e) IDLO shall not pay any charge for late payment unless this has been expressly agreed to in writing.
- (f) Payment shall not be made for goods that have not been accepted as provided for in Article 22 of these General Terms and Conditions. Payment by IDLO shall not be deemed to be acceptance of goods.
- (g) Payment shall be made in Euros unless otherwise stipulated in the contract.
- (h) Advance payment shall only be made if expressly authorized by IDLO in the Contract and only where normal commercial practice or the interests of IDLO require so.

8. PRIVILEGES AND IMMUNITIES

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity that IDLO may enjoy in Italy pursuant to the treaty between the Government of Italy and IDLO dated March 28, 1992 and in Egypt, Afghanistan and the United States on the basis of similar arrangements regarding privileges and immunities stipulated by IDLO with the Governments of such countries (the "International bilateral agreements on privileges and immunities"). In addition, nothing

contained in the Contract or relating thereto shall confer any privilege or immunity on the Contractor, nor on its employees or its sub-contractors.

9. TAX EXEMPTION

The international bilateral agreements on privileges and immunities between IDLO and Italy, Egypt, Afghanistan and the United States respectively provide, inter alia, that IDLO is exempt from all forms of direct and indirect taxation and from customs duties and all other levies of similar nature. The Contractor's price shall be net of any taxes or custom duties that would normally be payable for the services or goods in the absence of such exemption in the countries listed above. If it is subsequently determined that any taxes and duties from which IDLO is exempted have been included in the price paid by IDLO, the amount of such taxes and duties shall be refunded by the Contractor. In the event that the Contractor's price includes taxes or customs duties for which IDLO is exempt, IDLO may deduct such amount from the Contract price and payment of such corrected amount shall constitute full payment by IDLO.

10. LIABILITY OF THE CONTRACTING PARTIES AND FORCE MAJEURE

- (a) IDLO shall not under any circumstances or for any reason whatsoever be held liable for loss, damage or injury sustained by the Contractor or by any person acting on behalf of the Contractor during the performance of the contract. IDLO shall not accept any claim for compensation or repairs in respect of such damage. The Contractor shall insure against all risks or loss, damage or injury caused by the Contractor or by any person acting on behalf of the Contractor during the performance of the contract. The Contractor and any person acting on behalf of the Contractor shall, during the performance of the contract, comply with these General Terms and Conditions.
- (b) Except in the case of force majeure, the Contractor shall be required to indemnify IDLO for any loss, damage or injury that it may sustain from any act performed by the Contractor.
- (c) The term force majeure, as used here, shall

include, unforeseen events not within the control of either Party, such as laws or regulations, strikes, lock-outs or either industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrections, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts. Any other event could be recognized as force majeure in arbitration proceedings instituted in relation to a dispute as mentioned in Article 31 of these General Terms and Conditions.

- (d) If either Party considers that force majeure affecting the performance of its obligations has occurred, it shall promptly notify the other Party, giving full particulars in writing, including its probable duration and its effect on the Party's ability to perform. However, once the condition of force majeure has been agreed by the Parties, the Parties shall be relieved of liability for non-performance of their obligations until it ends.
- (e) The Contractor shall not be entitled to payment if it is prevented by force majeure from performing the tasks assigned to it. Part performance of any task shall result in a pro-rated payment.

11. TERMINATION OF CONTRACT

- (a) If the Contractor ceases to practice his profession or carry out his business wholly or for a large part; does not comply with any conditions of the contract; submits false, materially inaccurate or incomplete information; offers incentives, inducements or other benefit to any IDLO staff, including consultants; does not deliver or delivers unsatisfactorily goods; applies for moratorium or applies to be declared insolvent; is granted a moratorium or declared insolvent; is declared bankrupt; offers a settlement in lieu of bankruptcy or if the property of the Contractor is attached; or if the Contractor is not a natural person and loses its status as a legal person, is wound up or in actual fact is liquidated, IDLO has the right to give notice of termination of

Contract immediately without notice of default. The Contractor shall immediately inform IDLO of the occurrence of any of the above events.

- (b) If any of the circumstances in paragraph (a) of this Article should arise, the Contractor shall be in breach of this Contract as a consequence.
- (c) The Contractor shall be bound to compensate IDLO for all damage, costs and loss of interest as a result of a situation as mentioned in paragraph (a) of this Article as a result of premature terminations on the contract, even in the event that a moratorium is granted or the Contractor is declared insolvent. This damage shall include in any case all amounts due until the original agreed date of termination of the contract, as well as all costs incurred by IDLO in legal and non-legal proceedings, including those for legal assistance with regard to any circumstances as referred to in paragraph (a) of this Article.
- (d) The conditions in paragraphs (a), (b), and (c) of this Article do not exclude the right of IDLO to exercise other legal rights, including its right to impose liquidated damages, demand payment or compensation for damages or for cancellation of the contract.
- (e) IDLO, at its own discretion, is legally and without intervention by the courts entitled to carry out itself or to have carried out any contractual obligation for which the Contractor is in default, at the expense and risk of the Contractor.
- (f) IDLO may terminate the contract for any reason with two months' notice. Upon receipt of notice of termination by IDLO, the Contractor shall take immediate steps to bring the work or service to a close in a prompt and orderly manner. The Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice. If the Contract is terminated by IDLO, the Contractor shall be entitled to pro-rata payment for any tasks performed prior to such termination. Additional costs incurred by

IDLO, resulting either from termination by the Contractor or from the Contractor's failure to complete satisfactory performance, may be withheld from any amount otherwise due to the Contractor from IDLO under this or any other contract.

- (g) In case of a breach of this Contract by the Contractor, included but not limited to failure or refusal to make deliveries within the time limit specified, IDLO may procure the goods from other sources and may hold the Contractor liable for any excess cost occasioned thereby. Furthermore, IDLO may, by written notice, terminate the right of the Contractor to proceed with deliveries or such part or parts thereof as to which there has been a default.

12. LIQUIDATED DAMAGES

Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to deliver any or all of the goods fully in accordance with the terms and conditions of the Contract including the time period specified, IDLO may, by notice given in writing, terminate the deliveries of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. IDLO may at its discretion, accept deviations from the deadline specified in the contract, without prejudice to any other rights and remedies, and deduct from the price stipulated in the contract, as liquidated damages, a sum equivalent to 1% per day of the contractual price of the delayed goods for each day of delay up to a maximum 15 days. In the event that this deadline is not respected, IDLO has an option to cancel the Contract without incurring any liability for termination charges or any other liability of any kind.

13. SUB-CONTRACTING, THIRD PARTIES

- (a) The contractor shall not, without the prior and express written approval of IDLO, assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights or obligations arising out of the Contract to third parties or sub-Contract any part of the work required under this Contract to third parties.

- (b) In the event that IDLO authorizes the Contractor to sub-contract part or all of the obligations under the Contract to third parties, the Contractor shall nonetheless remain bound by its obligations to IDLO under the contract.
- (c) Except where IDLO expressly authorizes an exception, the Contractor shall be required to include in any sub-Contract provisions enabling IDLO to enjoy the same rights and guarantees in relation to sub- contractors as it enjoys in relation to the Contractor. However, the Contractor shall insert no language in any subcontract asserting or implying a direct relationship between IDLO and said subcontractor.
- (d) The terms of any sub-contract shall nonetheless be subject to the provisions of this contract.

14. NON-WAIVER OF RIGHTS Failure of, or delay by, IDLO in the exercise

of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of IDLO, and shall not release the Contractor from fulfilling its obligations.

15. CONFIDENTIALITY

- (a) The Contractor, or its employees, shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by IDLO.
- (b) The Contractor is required to exercise the utmost discretion during the performance of the contract. The Contractor may not communicate to any other person, government or authority external to IDLO any information known to it by reason of its contractual relationship with IDLO which has not previously been made public, except with the written authorization of IDLO. Nor shall the Contractor at any time use such information to private advantage.
- (c) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could vitiate the interests of IDLO. The extent of any such liability shall be directly proportional to the extent of the damage

caused.

- (d) The obligations under this Article do not lapse upon cessation of the contract.

16. WARRANTY

The Contractor warrants that the goods including packaging conform to the specifications for the goods ordered under this Contract are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Contractor by IDLO. The Contractor also warrants that the goods are:

- (a) of the quality, quantity and description required by the contract;
- (b) free from any right or claim of a third party, including rights or claims based on copyright, patent or other industrial or intellectual property rights;
- (c) new, unused and free from defects in design, workmanship or materials.
- (d) Unless another period is specified in the Contract for goods commonly offered with a Contractor's warranty, the Contractor warrants and certifies that it will repair or replace, without expenses to IDLO, any components or goods which prove to be defective in design, workmanship, or materials within a period of one (1) year from the date of receipt of satisfactory delivery by IDLO.
- (e) For the goods ordered, the Contractor shall maintain reasonably constituted services to handle requests from IDLO for technical assistance on maintenance, service repairs, and overhaul of the goods.

17. BANK GUARANTEE

If IDLO so requests in the Contract, the Contractor shall guarantee the due fulfillment of its obligations under the Contract by providing an unconditional and irrevocable bank guarantee from an established bank of good standing for the amount determined in the contract.

18. PACKING

- (a) The Contractor will pack the goods with the best materials and with every care, in accordance with the normal commercial

standards of export packing for this type of merchandise (i.e. standard commercial practice). Such packing materials used must be adequate to safeguard the goods while in transit.

- (b) The goods shall be packed and marked in a proper manner and in accordance with the instructions stipulated in the contract, any statutory requirements and any requirements of the transporters and manufacturers. In particular, the goods shall be marked with the Purchase Order number issued by IDLO, the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. A documentation containing, as a minimum, the description of the goods (including accessories and attached spare parts) and its main sub-element, the user manual in English, and the maintenance and repair manual in English, shall also be provided with the goods.
- (c) All packaging materials shall be considered non-returnable and shall be destroyed. IDLO accepts no liability with respect to the failure to deliver to the Contractor's premises any empty package materials returned by IDLO unless the Contractor, within ten days of receiving notice from IDLO that the package materials have been dispatched, notifies IDLO in writing of such failure.
- (d) The Contractor shall be responsible for any damage or loss resulting from faulty or inadequate packing.

19. INDEMNITY

The Contractor shall indemnify and defend IDLO against:

- (a) Any action or proceeding based upon a claim that the goods, or part thereof, constitute an infringement of any patent, registered design or copyright and the Contractor shall pay all damages and costs awarded against IDLO flowing from any such action or proceeding. However, in case there is found to be an infringement, the Contractor shall, at its own

expense, either procure for IDLO the right to continue using the goods or modify them so they become non-infringing, or, with the approval of IDLO, remove said goods and refund the order price, the transportation and the installation costs to IDLO.

- (b) All actions, suits, claims, demands, losses, charges, costs and expenses that IDLO may suffer or incur as a result of, or in connection with, any breach of the packing obligations of the Contractor as mentioned in Article 19.

20. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury or loss of or damage to property, arising from or in connection with the supply of goods under this Contract or the operation of vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this contract.
- (d) The Contractor shall, upon request, provide IDLO with satisfactory evidence of the insurance required under this Article.

21. TITLE TO EQUIPMENT SUPPLIED BY IDLO

Title to any equipment and supplies that may be furnished by IDLO shall rest with IDLO and any such equipment shall be returned to IDLO upon termination of this Contract or when no longer needed by the Contractor. Such equipment, when returned to IDLO shall be in the same condition as when delivered to the Contractor, subject to normal

wear and tear.

The Contractor shall be liable to compensate IDLO for equipment determined by IDLO to be damaged or degraded beyond normal wear and tear.

22. INSPECTION AND ACCEPTANCE

- a. IDLO shall have the right, before payment, to examine the goods ordered under this Contract on the premises of the Contractor, during manufacture, in the places of shipment, during transport, or upon delivery on the premises of IDLO, and the Contractor shall provide, when possible, all facilities for any such examination. IDLO may issue a written waiver of examination at its own discretion. Examination carried out by the representatives of IDLO or any waiver thereof shall not prejudice the implementation of other relevant provisions of the Contract concerning obligations assumed by the Contractor including technical specifications.
- (b) In the case of goods ordered on the basis of specifications forming part of the contract, an acceptance inspection shall always be carried out by IDLO upon receipt of the goods to ensure their conformity with the specifications by the IDLO representative designated in the Contract. Goods not expressly accepted will be deemed as rejected. Written notice of acceptance or rejection of the goods shall be promptly transmitted to the Contractor. If IDLO does not exercise its right to terminate the contract, IDLO may postpone any payment due to the Contractor for such rejected goods until replacement by accepted goods. Unless within a reasonable time of receipt of notice of rejection the Contractor collects the rejected goods, IDLO may dispose of them as IDLO shall deem fit (provided that if IDLO sells such goods, IDLO shall account to the Contractor for the net proceeds of such sale).
- (c) IDLO shall bear the expenses of such inspections as mentioned in paragraphs (a) and (b) above.
- (d) In case of rejection of the goods, representatives of both Parties may carry out a

new inspection if promptly requested by the Contractor, and before IDLO exercises any legal remedies. The Contractor shall bear the expenses of such an inspection.

- (e) The inspections shall be carried out in good faith.

23. TITLE

The contractor guarantees that the goods supplied by it are unencumbered by any third party's proprietary rights. Title to any goods shall pass to IDLO upon delivery.

24. TRANSPORT AND FREIGHT

Unless otherwise stipulated, transport arrangements shall be undertaken by the Contractor who shall be responsible for payment of freight and insurance costs of the goods from the Contractor to the delivery address stipulated in the contract.

25. CUSTOMS DECLARATION

Contractor is responsible for customs clearance into the country of receipt of the goods and if the goods are subject to import duties, a customs declaration (which may also, if necessary, include an import license) shall be provided to the Contractor by IDLO, exempting IDLO from these charges.

26. EXPORT AND IMPORT LICENCES

- (a) If any export license or any other governmental authorization is required for the export of goods, it shall be the obligation of the Contractor to obtain any such license or governmental authorization. In the event of failure to obtain such a license or authorization within a reasonable time, IDLO may declare the Contract invalid.
- (b) If any import license or any other governmental authorization is required for the import of goods, it shall be the obligation of IDLO to obtain any such license or governmental authorization.

27. ADVERTISING

Unless authorized in writing by IDLO, the Contractor shall not advertise or otherwise make public the fact it is supplying goods to IDLO. The Contractor shall not use the name, emblem or official seal of IDLO or any abbreviation of the names of IDLO for

advertising or for any other promotional purpose.

28. AMENDMENTS AND ADDITIONS TO THE CONTRACT

The provisions of the Contract and the annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by all of the Parties or their authorized representatives.

29. OFFICIALS NOT TO BENEFIT

- (a) IDLO warrants that no official or employee of the Contractor has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof. Failure to comply with the foregoing provision shall constitute a material breach of this contract.
- (b) The Contractor warrants that no official or employee of IDLO has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof. Failure to comply with the foregoing provision shall constitute a material breach of this contract.

30. APPLICABLE LAW

The Contract will be governed by the general principles of international law, to the exclusion of any single national system of law. The Contractor shall however comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of this Contract.

31. SETTLEMENT OF DISPUTES

- (a) Except as otherwise provided in the Contract, any dispute between IDLO and the Contractor concerning the interpretation and performance of this Contract shall be settled by negotiation between the Parties.
- (b) If the dispute cannot be settled in accordance with paragraph (a) above or by another agreed mode of settlement, the matter shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force.
- (c) Any arbitration award rendered in accordance with paragraph (b) above shall be final and

binding on the Parties. The place of arbitration shall be Rome, Italy. The language of arbitral proceedings shall be English.

32. CHILD LABOUR, MINES, TERRORISM

- (a) The Contractor represents and warrants that neither it nor any of its affiliates are engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.
- (b) The Contractor further warrants that neither it, nor any of its affiliates are engaged in the sale or manufacture of anti-personnel mines or of components used in the manufacture of such mines.
- (c) The Contractor further warrants that neither it, nor any of its affiliates are engaged in the manufacture, sale, transportation, or

distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods being provided to IDLO under this contract.

- (d) The Contractor further warrants that neither it, nor any of its affiliates are involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the goods being provided under this contract.

The Contractor further warrants that neither it, nor any of its affiliates is engaged either directly or indirectly in terrorism, or in the finance or support of terrorism or in the provision of goods to suppliers engaged in such activities. Any breach of this Article 29 shall entitle IDLO to terminate this Contract and suspend payments that may be due, without liability for termination charges or any other liability of any kind of IDLO. Any breach of this Article 32 shall entitle IDLO to terminate this Contract and suspend payments that may be due, without liability for termination charges or any other liability of any kind of IDLO.

END OF ANNEX-F