



Women for Afghan Women
Country: **Afghanistan**
Bid Reference No # WAW-KBL-18-VP1

Notice of Sale

Women for Afghan Women (WAW) is a grassroots, civil society organization; our mission is dedicated to securing and protecting the rights of disenfranchised Afghan women and girls in Afghanistan, particularly their rights to develop their individual potential, to self-determination, and to be represented in all areas of life: political, social, cultural and economic. We advocate for women's rights and challenge the norms that underpin gender-based violence wherever opportunities arise to influence attitudes and bring about change.

This Notice of Sale informs the general public that WAW will offer for sale by auction the following item,

- **TOYOTA LEXUS PARADO GX470 V8 – 2003, PLATE KBL- 4 -64194 Cream, Engine 7A**

Interested Car dealerships and logistic Companies may obtain further information from and inspect the Vehicle at the Women for Afghan Women address below from Saturday 24 March to Monday 26 March 2018 at 09:00 to 15:00. A complete set of the Sale Documents electronic file (CD) in English can be provided for free to interested Individuals from:

PREPARATION OF TENDERS

Cost of Tender: The Tender shall bear all costs associated with the preparation and submission of its Tender. The Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bid process.

Language of Tender: The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be made in writing, in **English** language.

Currency of the Tender: All rates, prices and figures in the Bid shall be in **US DOLLARS (USD)**.

Validity of the Tender: The Tender shall remain valid for a period of eight (7) calendar days, starting from the date entered for submission of Tenders in Notice of Sale and expiring on **Tuesday 27 March 2018**.

Documents Comprising the Tender: The Tender Documentation shall be typed or written indelible ink. Failure to furnish all information required by the Bid Document in submission of a Bid that is not responsive to the Tender Document in every respect will be at the Tender's risk and may result in the rejection of its Tender.

The Documents Comprising the Bid shall be signed by the legal representative of the Bidder (or a person duly authorized to sign on behalf of the Bidder). All Bid pages must be stamped by the Bidder's company stamp.

Bids should be submitted in sealed Envelopes/Parcel, delivered to the address below by Tuesday, 27th March 2018, before 12:00AM and be clearly marked with the following identifications.

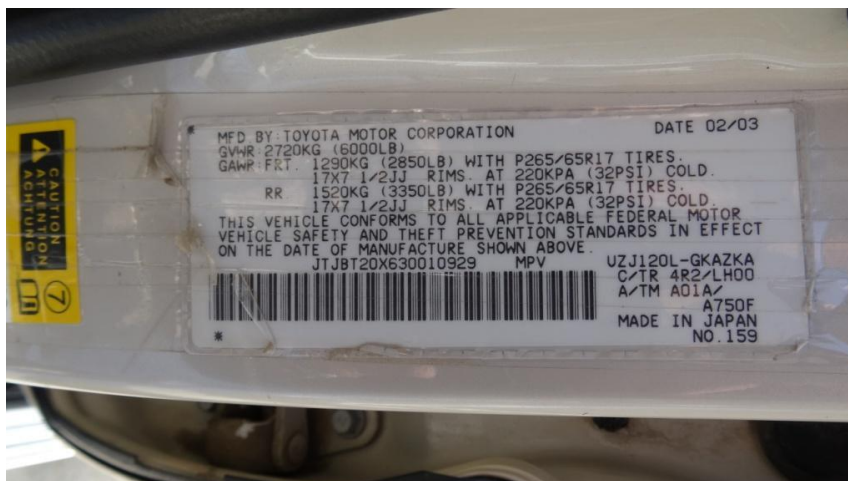
- Mark the envelope "Offer of Purchase". Note that any un-sealed offers will be rejected by WAW.
- The name and address of the Bidder;
- "Bid for Purchase of TOYOTA LEXUS PARADO GX470 V8 – 2003, PLATE KBL- 4 -64194 Cream, Engine 7A
- "This is a bid document, **DO NOT OPEN**"
- Be addressed to the Procuring Entity, in the following address:
Attention: WOMEN FOR AFGHAN WOMEN NGO (Bid Evaluation Committee)
WOMEN FOR AFGHAN WOMEN NGO, Street No. 2, Noor Mohammad Taraki Street,
Kart-e-Char, Police District # 03, Kabul, Afghanistan.

Submitted offers will be opened and reviewed by the evaluation committee on Wednesday 28th March 2018 at 2:00PM and the successful bidders will be informed the same day.

Contact Person for this Tender:

Name: Amjad Zahir
Position: WAW Admin Officer
Email: amjad@womenforafghanwomen.org
Phone: +93 (0) 728859566

Please see attached the car photos for your information.





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Conditions of Sale

GENERAL CONDITIONS OF SALE

1. Definitions

In these General Conditions of Sale:

The SELLER means the Women for Afghan Women

The BUYER means the person, or company whose tender has been accepted by the SELLER.

2. **Collection:** These goods are offered for sale on the basis of "As is, where is".

3. **Defects:** The BUYER, whether or not he inspects the goods, will purchase with notice of all defects thereon and shall not reject them because of any defects or if they do not conform to any description.

4. **Conditions and Warranties:** Notwithstanding any other provision, any condition or warranty whether statutory or otherwise and whether expressed or implied as to the quality or fitness for purpose of the goods offered for sale is hereby excluded.

5. **Weights and Measures:** The BUYER may appoint a representative to witness any loading and weighing that may be necessary, but the weights, quantities and measurements as given by the SELLER at the time of collection shall be in all cases be accepted by the BUYER.

6. **Risks:** Risk shall pass from SELLER to BUYER upon payment.

7. **Liability:** Where the goods have been used for storage and handling of hazardous or dangerous materials, the SELLER accepts no liability for this and the BUYER agrees to indemnify the SELLER against all claims arising from it.

8. **Terms of Payment:** Payment shall be made in Cash by BUYER within two (2) business days of BUYER's acceptance of offer. The goods will not be released to the BUYER until payment has been effected by bankers draft or cleared check.

9. **Collection from Site:** The BUYER must at his own expense remove the goods from the site within 3 calendar days of the date of the SELLER'S acceptance of the tender and the SELLER may (but shall not be obliged to) rescind without penalty the agreement for sale at any time thereafter so far as any uncollected goods are concerned. While the agreement remains undescended after this time the BUYER shall pay for storage at the rate of 2% per day, if the goods remain uncollected.

10. **Damage:** The BUYER shall make good to the entire satisfaction of the SELLER any loss or damage to the property of the SELLER or of any other person caused or contributed to by any act or default by the BUYER or of his servants or agents or of any person concerned with the removal of the goods purchased by the BUYER, provided that the SELLER may at its option make good such loss or damage and charge the BUYER with the cost of so doing. The SELLER may also retain any goods sold by it to the BUYER until such loss or damage has been made good for by the BUYER, and should the BUYER fail to make good for pay for such loss or damage within 7 calendar days of being notified thereof, the SELLER may treat such failure as a repudiation of the contract and retain all moneys paid by the BUYER under the contract, on account of the SELLER'S claim for damages against the BUYER. The BUYER shall keep the SELLER and any of the SELLER'S servants and agents fully indemnified against any claim, demand action or proceeding of or in connection with any such loss or damage.

11. **Value Added Tax:** VAT shall be added, wherever applicable, to the full amount offered by the BUYER upon acceptance of his tender. The rates applied will be those ruling on the date of acceptance of the BUYER'S tender.

12. **Rejection Bid and Cancellation of Proceedings:** The Procuring Entity reserves the right to accept or reject any bid, and to cancel the bid process and reject all Bids, at any time prior to the Award Notice without thereby incurring any liability to the affected tenderer or tenderers.

13. **Eligible Tenderers:** A Tenderer shall not be eligible to participate where it has been determined to have engaged in corrupt, fraudulent, coercive or collusive practices. The Procuring Entity requires that tenderers, suppliers, contractors, concessionaires and consultants observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

The Procuring Entity shall declare a Tenderer that has been found to be engaging in such practices ineligible indefinitely from competing for this and any future procurement activities.

14. **Law:** These Conditions shall be governed by the law of the country in which the sale is made.

Signatures:

BUYER: _____ Date: _____

SELLER (WAW): _____ Date: _____

Copy 1: BUYER
Copy 2: SELLER