**REQUEST FOR QUOTATION**

TO:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Date of issue:**  | 21 May 2019 |
|  | **File no.:** | Lot No. 4/Integrated Community Based Disaster Risk Management and WASH project in drought affected communities of Ashterlay District/ DKH |
|  | **Contract title:** | Supplies |
|  | **Closing date:** | 10 June 2019 |
|  | **For further information, please contact the Contracting Authority:** | Afghan Development Association E-mail: procurement@ada.org.af |

**Afghan Development association invites you to submit a quotation for the following**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | Quantity | **Required delivery date** |
| 1 | Construction Tools and Materials |  | 20 June 2019 |
|  |  |  |  |

## Instructions

1. **Acknowledgement**

Upon receipt of the Request for Quotation please inform the Contracting Authority if you intend to submit a quotation. Please respond even if negative.

1. **General**

The goods to be purchased are for use by the Contracting Authority in its Integrated Community Based Disaster Risk Management and WASH project in drought affected communities of Ashterlay District, an intervention supported by DKH. **Suppliers from all Afghanistan are highly encouraged to apply for the RFQ.**

1. **Cost of quotation**

The supplier shall bear all costs associated with the preparation and submission of its quotation and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

1. **Eligibility and qualification requirements**

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for Supply Contracts – Ver4 2012.

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

Suppliers shall also be requested to certify that they comply with article 13. “Child Labour and Forced Labour” and article 14 “Mines” of the General Terms and Conditions for Supply Contracts – Ver4 2012 and with the Code of Conduct for Contractors as attached with this Request for Quotation (RFQ).

To give evidence of their capability and adequate resources Suppliers shall provide the information and the documents requested by the Contracting Authority.

1. **Exclusion from award of contracts**

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

1. are subject to conflict of interest:
2. are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information.
3. **Documents comprising the Request for Quotation**

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

1. The attached Quotation Submission Form
2. Suppliers technical specifications
3. References that we may contact for further background information of your company. (Shall only be submitted if you have not delivered to the Contracting Authority before)
4. **Price**

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

 Price shall be quoted in **Afghani**

For evaluation purpose, where quotations are given in Afghani, it shall be converted into USD at the average monthly rate of local market.

1. **Validity**

Quotations shall remain valid and open for acceptance for 15 days after the closing date.

1. **Closing date**

Quotation must be received by the Contracting Authority as specified on page 1 not later than the closing date and time. Any quotations received after that will not be considered.

 **A.10. Submission of RFQ**

Sealed quotations must be delivered to Contracting Authority (Kabul office) before Close of Business 10 June 2019. No quotations will be accepted after the closing date. Please bring the sealed bid documents to Afghan Development Association (ADA) Office, House # 274, Street 1, Zabul Watt, Behind Bayan University, District 3, Kart-e-Chahar, Kabul Afghanistan

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**A.11. Cancellation for convenience**

The Contracting Authority may for its own convenience and without charge or liability cancel the RFQ at any stage.

1. **Payment**

Payment will be made upon receipt of the following documents and within 30 days after Delivery of goods:

1. Invoice (one original) **(b)** Goods delivery note.

**QUOTATION SUBMISSION FORM**

**Price schedule**

**Note:** **Price should be inclusive of Transportation to Project site**, Winning Supplier will be responsible to provide 8% guarantee amount from the contract’s Total Gross amount, Samples should be provided by the suppliers.

ADA is responsible to deduct 2% tax from the TOTAL PRICE; ADA is responsible to pay the 2% tax to MTO, MoF.

|  |
| --- |
| **Reinforcement for construction of 11 water reservoirs and one flood super passage** |
| Sr. No | Materials | Quantity | Unit | Diameter | Price/kg | Total Price/Afs |
| 1 | Reinforcement | 32921.14 | Kg | 12 mm |   |   |
| 2 | Reinforcement | 330.6 | Kg | 14 mm |   |   |
| 3 | Bending Wire | 232.764 | kg | 1.5 mm |   |   |
| **Total** |  |

|  |  |
| --- | --- |
|  | **Cement for construction of 11 water reservoirs, one flood super passage and one retaining wall** |
| Sr. No | Material | Quantity/kg | Unit | Bags | Price/Bag | Total Price/Afs |
| 1 | Cement | 126,958 | kg | 2,539 |  |  |

|  |
| --- |
| **Shuttering for construction of 11 water reservoirs and one flood super passage** |
| Sr. No | Material | Quantity | Unit | Total Price/Afs |
| 1 | Wooden Timber | 175.12 | m2 |   |
| 2 | Wooden Pole 3 meter long | 1,145 | Piece |   |
| 3 | Nail | 75.25 | kg |   |
| **Total** |  |

|  |  |
| --- | --- |
| **Tools** |  |
| Sr. No | Material | Quantiy | Unit | Unit Price | Total Price |
| 1 | Level (آبترازو) | 13 |  Piece  |   |   |
| 2 | Trowel (دست پنه )  | 65 |  Piece  |   |   |
| 3 | Wheel borrow ( کراچی) | 39 |  Piece  |   |   |
| 4 | Shovel | 78 |  Piece  |   |   |
| 5 | Signboard | 13 |  Piece  |   |   |
| 6 | Stationary  | 13 |  Lum Sum  |   |   |
| 7 | Crowbar (جبل ) | 26 |  Piece  |   |   |
| 8 | Hammer (چکش ) | 39 |  Piece  |   |   |
| 9 | Pipe level (پیت لیول) | 325 |  Meter  |   |   |
| 10 | Reggae (رجه )  | 6500 |  Piece  |   |   |
| 11 | Mortar basin ( طشت مصالح ) | 65 |  Pair  |   |   |
| 12 | Water Proof | 585 |  kg  |   |   |
| 13 | Pick axe (کلند ) | 52 |  Piece  |   |   |
| 14 | Triphammer( مارتول ) | 26 |  Piece  |   |   |
| 15 | Steel Pipe  | 546 |  Meter  |   |   |
| 16 | Hand hold | 13 |  Lum Sum  |   |   |
| 17 | Cobweb | 455 | m2 |   |   |
| 18 | Pvc Pipe | 52 |  Meter  |   |   |
| 19 | Gate Valve | 13 |  Piece  |   |   |
| Total |  |

My financial quotation summary is as following:

|  |
| --- |
| **FINANCIAL QUOTATION SUMMARY** |
|  | **Currency** | **Amount** |
| Grand Total Amount | AFN |  |

|  |
| --- |
| **Information to be entered by supplier in the below columns**  |
| Please state name of Manufacturer |  |
| **Delivery date at ADA provincial office, Deh Aroos, Ashterlay District, Daykundi Province** |  |
| **Technical specification** |  |
| Complete technical description is attached (Y/N) |  |
| **References:** |  |
| A reference list is attached (shall only be submitted if supplier has not delivered to the Contracting Authority before) |  |

**Suppliers are requested to complete the following form**

The following technical specifications are provided in the format of a checklist. They are compulsory as minimum standard and will be the only basis for the Contracting Authority to assess the technical compliance of the equipment presented in the quotations. Deviations from the specifications may be considered only if deemed to be in the best interest of the Contracting Authority.

Manufacturers’ names, catalogue numbers and model designations appearing in the list are for reference only. Quotations for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

**technical data form**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item no.:** | **Parameter** | **Characteristics (Contracting Authorities minimum requirement)** | **Comply (Y / N)**  | **Deviations, if any, to be described in this column** |
| **1** | **Description** |  |  |  |
| **Specifications** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. No | Materials | Quantity | Unit | Diameter |
| 1 | Reinforcement | 32921.14 | Kg | 12 mm |
| 2 | Reinforcement | 330.6 | Kg | 14 mm |
| 3 | Bending Wire | 232.764 | kg | 1.5 mm |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. No | Material | Quantity/kg | Unit | Bags |
| 1 | Cement | 126,958 | kg | 2,539 |

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No | Material | Quantity | Unit |
| 1 | Wooden Timber | 175.12 | m2 |
| 2 | Wooden Pole 3 meter long | 1,145 | Piece |
| 3 | Nail | 75.25 | kg |

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| --- |
|  |
| Sr. No | Material | Quantiy | Unit |
| 1 | Level (آبترازو ) | 13 |  Piece  |
| 2 | Trowel (دست پنه )  | 65 |  Piece  |
| 3 | Wheel borrow ( کراچی) | 39 |  Piece  |
| 4 | Shovel | 78 |  Piece  |
| 5 | Signboard | 13 |  Piece  |
| 6 | Stationary ( قرطاسیه ) | 13 |  Lum Sum  |
| 7 | Crowbar (جبل ) | 26 |  Piece  |
| 8 | Hammer (چکش ) | 39 |  Piece  |
| 9 | پیپ لیولPipe level  | 325 |  Meter  |
| 10 | Reggae (رجه )  | 6500 |  Piece  |
| 11 | Mortar basin ( طشت مصالح ) | 65 |  Pair  |
| 12 | Water Proof | 585 |  kg  |
| 13 | Pick axe (کلند ) | 52 |  Piece  |
| 14 | Triphammer( مارتول ) | 26 |  Piece  |
| 15 | Steel Pipe  | 546 |  Meter  |
| 16 | Hand hold | 13 |  Lum Sum  |
| 17 | Cobweb | 455 | m2 |
| 18 | Pvc Pipe | 52 |  Meter  |
| 19 | Gate Valve | 13 |  Piece  |

 |  |  |

After having read this Request for Quotation ………………………………. on behalf of my company/business, I hereby:

* Accept, without restrictions, all the provisions in the Request for Quotation including General Terms and Conditions for Supply Contracts – Ver4 2012 with annexes.
* Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.
* Certify and attest that we meet the eligibility criteria stated in the Instructions.
* Certify and attest compliance with the Code of Conduct for Contractors attached with this Request for Quotation (RFQ).

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

Signature and stamp:

Signed by:

|  |  |
| --- | --- |
| **The Contractor** |  |
| **Name of the company:** |  |
| **Address:** |  |
| **Telephone no:** |  |
| **E-mail:** |  |
| **Name of contact person:** |  |
| **Date:** |  |

**DEFINITIONS**

**General Terms and Conditions for supply contracts – Ver4 2012**

In these general terms and conditions the terms:

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

**1. Delivery terms**

Notwithstanding any Incoterm 2010 used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

**2. PAYMENT**

Payment will be as indicated in the purchase order.

Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

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

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

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

3.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

3.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 4.

3.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

**4. WARRANTY OBLIGATIONS**

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

1. the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
2. that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their

ultimate destination;

1. if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers’ warranties in addition to the present warranties;
2. the Goods are of the quality, quantity and description required by the Contract;
3. the Goods are new and unused; and
4. the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

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

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

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

**5. AFTER SALES SERVICE**

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

**6. Liquidated damages for delay**

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

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

**7. Force Majeure**

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

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

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

**8. Termination For Convenience**

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

**9. VARIATIONS**

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

**10. Applicable Law and disputes**

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

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

**11. REMEDIES FOR DEFAULT**

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

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

11.2. Upon occurrence of an event of Seller’s default, and without prejudice to any other rights or remedies of the ContractingF Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

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

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

- any liquidated or general damages due by the Seller;

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

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

 from other sources.

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

**12. Officials**

The Seller warrants that no official of the Contracting Authority and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

**13. Child labour and forced labour**

The Seller warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced labour Convention* and in *the Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore the Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

**14. Mines**

The Seller warrants that it and its affiliates are NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.

**15. Ineligibility**

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

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

**16. Corrupt practices**

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

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

The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

**17. Discretion and confidentiality**

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

Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority’s) contractors