

REQUEST FOR QUOTATIONS (RFQ)

S/N	REQUEST FOR QUOTATIONS (RFQ)	
1	RFQ NUMBER:	CCCI/ADALAT -19-116
2	TITLE OF SOLICITATION:	Translation of Training Documents
3	DATE RFQ ISSUED: *	Oct 20, 2019
4	DATE/TIME DUE FOR PROPOSALS:	Oct 26, 2019 until 04:00 Pm
5	OFFICE ADDRESS : PHONE NUMBER :	Checchi and Company Consulting, Inc. USAID Afghanistan ADALAT Project House # 105 Afghanaa Street, Main Road Shashdarak, District 9 , Kabul, Afghanistan, 0729001661/0795560368
6	ANTICIPATED PERIOD OF PERFORMANCE:	Will be agreed upon PO award
7	ANTICIPATED TYPE OF AGREEMENT:	Fixed Price Purchase Order
8	CLIENT: USAID/CHECCHI AND COMPANY CONSULTING, INC.	USAID/Checchi and Company Consulting, Inc.
9	PROJECT NAME/PLACE OF PERFORMANCE:	Assistance for the Development of Afghan Legal Access and Transparency (ADALAT)
10	PRIME CONTRACT/TASK ORDER #:	AID-306-TO-16-00007
11	GEOGRAPHIC SOURCE CODE:	937
12	PAYMENT TERMS:	See below

Background

Checchi and Company Consulting, Inc. (Checchi) calls for quotations for translation of law subject materials from Dari to Pashto and Dari to English in Kabul, Afghanistan.

Eligibility, Evaluation and Requests for Information

Only those companies that: (1) possess a valid business license; (2) have translation firm in Kabul, Afghanistan are eligible to bid for this procurement. In order for their bids to be considered “responsive” and be evaluated for award, qualified Offerors must:

1. Submit all information required below on or before the time/date in Block #4, above;
2. Demonstrate the capability (supported by client references and/or literature) to meet the requirements specified in Annex A, Statement of Work;
3. Have a satisfactory record of Past Performance;

Submission of Proposals/Quotes

The deadline for submission of sealed hard-copies of offers is **Oct 26, 2019 / 04:00 Pm** at the address provided above. Please reference this CCCI/ADALAT -19-096 on the sealed envelopes.

Proposals received before or after the mentioned date may not be considered. Proposals must be valid for a minimum of thirty (30) calendar days.

Questions and Clarifications

Any questions/clarifications should be submitted by email to ADALAT procurement Team: (ADALATProcurement@checchiconsulting.com) until 04:00 Pm **Oct 26, 2019**.

Content and Format of your Proposal

In order for Checchi to conduct the most efficient analysis of proposals received, please format your response as follows:

1. A letter of transmittal confirming:
 - a. Your company's status as a licensed firm with AISA, MOCI, MOIC;
 - b. The validity of your proposal/Quotes for a minimum of thirty (30) calendar days. The letter must be signed by a person authorized to bind your company and negotiate on your company's behalf.
2. A discussion of your approach to providing the required services. You must respond to **ALL** of the requirements in Annex A.
3. A description of your company's capabilities to provide translation services, including evidence of financial responsibility and other Governmental Regulatory licenses.
4. If asked by Checchi, provide the names and contact information for three (3) references that Checchi may contact for an assessment of your company's past performance.
5. A completed Price Proposal (see-attached format). The successful Offeror will receive a Fixed Price Contract for the period stipulated in this RFQ. The fixed prices will remain in effect for the entire period of performance unless modified in writing by Checchi.

Rates should be presented in AFN utilizing the pricing columns on the Annex A.

Failure to comply with all of the above may result in your proposal not being considered

Anticipated Award Type and Delivery

Checchi anticipates making Purchase Order to the successful Offeror. Please refer to Annex B for a list of General Provisions, which may be expanded or adapted at the time of PO award.

Selection Criteria for Award

Proposals will be ranked on the basis of the following criteria listed in descending order of importance:

LPTA (Lowest Price Technical Acceptable)

ANNEX A

LIST OF REQUIRED ITEMS/SERVICES

Checchi ADALAT will be expecting bidders to demonstrate quality, competency and willingness to adapt to new changes and environment. Checchi ADALAT will observe offerors' creativity and value-added efforts in addition to the required set of services as stipulated in the Location and Level of Service section below.

- **2% tax of the total amount will be deducted from the companies holding a valid and up-to-date business license from Afghanistan Government.**
- **The rates quoted shall be inclusive of all taxes.**

Specifications:

NO	ITEM DESCRIPTION	Unit	QUANTITY	UNIT Cost AFN	TOTAL AMOUNT AFN
1	Translation of Data collection tools/questionnaires from Dari to English	Word	14,000		
2	Translation of Policy and procedures from Dari to Pashto	Word	48,617		
3	Translation of Family law subject from Dari to Pashto	Word	60116		
4	Translation of Inheritance subject from Dari to Pashto	Word	34553		
5	Translation of Debts and Obligation subject from Dari to Pashto	Word	30394		
6	Translation of Commercial law subject from Dari to Pashto	Word	47160		
7	Translation of Contracts subject from Dari to Pashto	Word	27160		
8	Translation of Property law subject from Dari to Pashto	Word	41556		
Total Amount AFN					

No item Originating or Sourced from Cuba, Iraq, Iran, Laos, Libya, North Korea, and Syria will be allowed.

ANNEX B

Additional Terms and Conditions

1. The term Company, hereinafter, refers to the contractor whether it is a company or an individual professional translator.
2. The translation company shall have valid government registration license. In case of individual professional translator, it is not required.
3. The bidding company or the individual professional translator should have proven high standard translation experience.
4. The company should provide samples of their work along with their quotation, any may require to translate samples provided by CHECCHI/ADALAT for free of cost.
5. The translation is going to be done chapter wise, unless the first chapter is approved by the client, the company shall not work on the next chapter.
6. The company must ensure the translated text is in accordance with the Pashto writing style and standard format used in the original (Dari) text.
7. The Holy Quran and Hadith texts shall be translated using the Dari translated text and NOT copy and pasted from other translated versions of Pashto translations of the Holy Quran texts and relevant Hadith that already exist.
8. The Holy Quran verses and Hadith Arabic texts are excluded from the word count.
9. The assigned company shall provide the final, clean and professional translation, editing, and other related language services before the due deadline.
10. The company must revise those parts which will be commented by the client for any incorrect translation accordingly.
11. The Company is responsible to crosscheck and edit the translated book as many times as requested by Checchi/ADALAT until the text is accepted according to the required standard.
12. At the end, the company is responsible to compile the whole document and send it back in a Word standard format to the client.
13. The Company shall ensure that all reasonable precautions are taken to ensure that the contents of all data remain confidential. If this demand is not met, Checchi/ADALAT has the right to sue the company and terminate the contract without any payment for their work.
14. The Company will retain Checchi/ADALAT records for a maximum of three months from the date of submitting the final accepted product to Checchi/ADALAT.
15. The Company shall not at any time whether before or after the provision of Services disclose any information which is not in the public domain and which comes to its knowledge through the provision of Services to any unrelated third party.
16. The Checchi/ADALAT reserves the right to terminate the contract if the assigned company does not meet the terms and conditions specified in the contract and its annexes.

ANNEX C

GENERAL PROVISIONS – (USAID-FUNDED SUPPLIES & SERVICES)

In accepting/performing this Agreement, Subcontractor certifies they: (i) will comply with all applicable Client guidelines & exercising fiscal responsibility in the best interests of CHECCHI and CHECCHI's Client ("the Client"); (ii) has provided only cost/pricing data incident to the determination of this price which is current, complete and accurate; (iii) will comply with all applicable national, state regional and local laws and regulations; (iv) is not affiliated with any Government office or agency; and, (v) has not offered, provided or promised any gift, payment or anything of value to any official, employee or representative of CHECCHI or Government entity (US and foreign).

1. PURPOSE, TYPE AND TERM

The payment type of this Agreement (*Purchase Order, Subcontract, Task Order*) is designated in Block 6 of the Award Cover Page and is defined as follows: (i) firm fixed price (FFP) is inclusive of all costs; (ii) fixed price plus expenses (FPPE) permits payment of properly documented and authorized travel and per diem; (iii) fixed price level of effort (FPLOE) designates a required minimum, documented work effort; (iv) time & material (T&M) establishes a cost ceiling of required "materials" and fixed daily labor rates; and (v) cost plus fixed fee (CPFF) specifies a ceiling on estimated cost with a fixed profit fee, (vi) cost plus no fee (CPNF) specifies a ceiling on estimated cost without a fixed profit fee. The purpose of the required Supplies & Services provided to CHECCHI is to comply with a prime award from and for benefit of the Client. Delivery and Performance shall commence on or about the start date of the Term specified on the Award Cover Page and shall continue until satisfactorily completed, but not later than the date of Delivery or the end date of the Term specified. For purposes of this Agreement/Order, the terms "Subcontractor", "Supplier", "Vendor", "Provider" and "Seller", as they may appear in reference to the signatory, shall be synonymous. The term "CHECCHI Director of Contracts" includes authorized designees. USAID refers to the United States Agency for International Development.

2. ACCEPTANCE, EFFECTIVE DATE AND CANCELLATION

A. Subcontractor acceptance is strictly limited to the terms and conditions stated herein. Any changes, additions, deletions or differences in the terms and conditions proposed by either Party must be agreed to in writing. Any of the following acts by Subcontractor shall constitute acceptance of a signed Agreement: signing and returning a copy of the Agreement, in hard copy or electronically; commencement of performance or notice thereof; or receipt of an advance or other payment.

B. Unless otherwise stated herein, the effective date of this Agreement is the date listed as such on the Award Cover Page or in its absence, the date of CHECCHI signature. Completion shall be as specified unless otherwise extended or terminated in writing. Any revisions (including, changes, additions, deletions and other modifications) to this Agreement shall be by written Modification only. Warranty and service provisions shall survive the completion date until warranty support expires.

C. Notwithstanding any other provision in this Agreement, CHECCHI may by provision of written notice to Subcontractor, cancel without charge either (a) the Agreement in its entirety or (b) an individual item or quantity of supplies or incidental services, prior to delivery.

3. THE SUPPLIES AND SERVICES

A. Subcontractor shall deliver the Supplies and Services described on the Award Cover Page, of the type and in the quantity (except as provided for under #4 below) indicated. The quality of all supplies and services shall conform to general standards of merchantability in the United States, shall conform to professional and industry standards, shall be compliant with all applicable law and regulation and shall include without limitation, all commercial warranties.

B. All Service Providers, Suppliers and Subcontractors performing under this Agreement, as well as their owners and directors, shall be from the United States or countries in the Geographic Code set forth on the Award Cover Page. In no event will procurement from lower-tier Subcontractors involve a foreign policy restricted country (Cuba, Iran, North Korea, Myanmar or Syria).

4. DELIVERY AND VARIATION IN QUANTITY

A. Subcontractor shall be responsible for performance of the Services and delivery of the Supplies at the place(s) specified on the Award Cover Page. All risk and cost incurred prior to delivery and CHECCHI final acceptance shall be for Subcontractor's sole account.

B. If the Services are not performed and Supplies are not delivered in a timely manner, and in all respects, in accordance with the Agreement, Subcontractor may be required to reimburse CHECCHI for any loss or expense incurred by CHECCHI that may result. Subcontractor shall be deemed conclusively to have authorized CHECCHI to deduct any such amount(s) from payment(s) otherwise due.

5. BEST PRICE, NON-COLLUSION AND CERTIFICATION OF COST OR PRICING DATA

Subcontractor certifies they have provided their Best Price to CHECCHI and that no other Buyer has received a lower price for comparable volume of similar supplies/services. Subcontractor also certifies that the charging of any higher prices to CHECCHI has not been discussed or agreed with any other party, and that all cost and pricing information provided for in this Agreement is current, accurate and complete.

6. PRICE AND COST

A. Unit Prices and extended prices under fixed-price agreements are firm, fixed, all-inclusive total prices covering performance of all of Subcontractor's obligations pursuant to this Agreement.

B. Under FPPE, T&M and CPFF agreements all costs shall be allocable, allowable, fair and reasonable as defined in the Federal Acquisition Regulation (FAR) Part 31 and expenses must be supported by receipts and vouchers. Notwithstanding any agreed upon increase in the estimated cost for work required hereunder, the fee shall remain fixed. Unsatisfactory or partial performance of the required Supplies and Services may result in a reduction in the fixed fee at the discretion of CHECCHI.

C. The Not-To-Exceed (NTE) CPFF and T&M Cost specified on the Award Cover Page is a fixed ceiling amount. The Fixed Daily Rates (FDRs) under T&M agreements are fully-burdened, fixed, all-inclusive total prices covering performance of all of Subcontractor's labor. Only costs of CHECCHI approved incidental supplies, equipment and vehicles shall be excluded from the FDRs for Labor. These excluded costs for "Material" shall be reimbursable at cost plus the mutually agreed upon material handling charge set forth in an approved detailed budget. All material costs shall include, but shall not be limited to, delivery of Supplies; warranty-related costs and charges; demurrage and customs charges; the costs of cooperating with testing, inspection and other quality assurance requirements, when applicable; and any and all other costs and charges of whatever description or amount in connection with, necessary for, or resulting from required performance.

D. The Total NTE Contract Price/Cost or the Amount Funded (whichever is less) specified on the Award Cover Page shall constitute the maximum ceiling for CHECCHI's potential liability to Subcontractor for any and all reasons whatsoever, including consequential damages in connection with or resulting from this Agreement. The "fixed-fee" under CPFF agreements may only be adjusted by CHECCHI for the reduction or addition of work. For fixed-price orders, the Total Price specified on the Award Cover Page is an all inclusive fixed amount for the services and supplies.

7. INVOICING & PAYMENT

A. Invoices and payments shall be in the currency specified on the Award Cover Page. Subcontractor shall submit proper invoices - for services performed and/or supplies that have been successfully delivered and accepted in accordance with any directions stipulated in the Statement of Work, Payment Schedule, or Block 13 of the Award Cover Page, and, to the extent not specified therein, with the provisions of this Article - to the address listed on the Award Cover Page.

B. Invoice Requirements. Subcontractor shall submit by the fifth (5th) of each month, an invoice in duplicate for the previous month's labor and other expenditures to the Person listed in Block 8.A of the Award Cover Page. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information:

- (1) Subcontractor name, invoice date, and delivery date for services;
- (2) Complete account and bank SWIFT number, if payment by means of electronic funds transfer is preferred.
- (3) CHECCHI's Agreement number & the Client Prime Contract Number
- (4) Description of each type of Delivered Services and Supplies included in the invoice, together with the applicable Unit Price and extended line item price;
- (5) Itemization of hours being invoiced (FPLOE, T&M and CPFF agreements);
- (6) Itemization for payment of all cost elements listed on the detailed budget (Cost Type – including the "M" Materials in T&M)
- (7) Invoices and vouchers for all travel & per diem expenses (FPPE) and costs (CPFF & T&M) (see #6 above);
- (8) The following certification, signed by an authorized official of Subcontractor:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that (i) the invoice has been prepared from Subcontractor's books and records and in accordance with the terms of the cited Agreement, is correct, the sum claimed is proper and due and has not been claimed or paid before, the services have been performed and supplies delivered, the quantities and prices specified are consistent with the Agreement, and all necessary CHECCHI approvals have been obtained, and (ii) appropriate refund to CHECCHI will be made promptly upon request in the event of disallowance of any portion of the invoice, pursuant to the terms of the Agreement.

By:

Title:

Date:

C. The certified invoice shall be accompanied by such other documentation as may be requested by CHECCHI. Subcontractor shall identify each invoice by sequential numbers, and the final invoice shall be marked "Final Invoice". Advance payments are not authorized without the express written permission of the CHECCHI Director of Contracts. Subcontractor shall keep records sufficient to substantiate all labor, payroll and lodging costs and expenses claimed. All work performed under this Agreement shall be supported by time records, which shall be maintained by Subcontractor and subject to review by CHECCHI and Client.

D. CHECCHI will promptly review invoices submitted to determine whether they are proper invoices or not. Invoices determined to be proper will be paid by CHECCHI upon final acceptance of the supplies and services supplied. Invoices determined not to be proper due to the existence of deficiencies will be returned to Subcontractor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, CHECCHI may, in its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.

E. In the event that the Client or any other cognizant agency (i) disallows any cost for which CHECCHI has reimbursed Subcontractor hereunder or (ii) reduces the cost or fee payable to CHECCHI under its Prime Contract as a result of (a) any defective cost or pricing data submitted by Subcontractor or (b) any adjustment disclosure requirement applicable to Subcontractor, Subcontractor shall promptly pay CHECCHI the amount of such disallowances or reductions. CHECCHI maintains the option to withhold such amounts from other sums due and payable to Subcontractor.

F. Unless otherwise provided for in Block 11 of the Award Cover Page, for invoices submitted by the 5th of the month, payment will be made NET30 days after receipt of a properly supported invoice and satisfactory completion of the required Supplies and Services, subject to CHECCHI receipt of payment from its Client.

G. (For T&M, CPFF and CPNF agreements) Consistent with FAR 52.216-7, "Allowable Cost and Payment", CHECCHI shall reimburse the Subcontractor on a provisional basis (subject to subsequent audit for indirect rates and actual documented direct charges) for its properly documented, reasonable, allowable, allocable, and necessary reimbursable costs, including associated fixed labor rates, incurred to perform this Agreement.

H. Travel Expenses (except FFP agreements). Travel costs will be reimbursed only when the travel is performed in accordance with the Statement of Work provided hereunder and when properly documented by original receipts. Travel performed for personal convenience, including daily travel to and from work, will not be reimbursed. Relocation costs and travel costs related to relocation will not be reimbursed under this Agreement. All international travel must be approved by CHECCHI and CHECCHI's Client. All air fare to and from U.S. "gateway cities" shall be through U.S. carriers.

I. Per Diem (except FFP agreements). Total Per Diem expenses shall not exceed applicable Government allowances as set forth in the FTR. Subcontractor must submit original receipts (showing payment of all outstanding balances) to be reimbursed for lodging expenses incurred in the performance of work under this Agreement. Receipts need not be submitted to claim M&IE expenses; however, a per diem calculation sheet must be filled out properly in order for CHECCHI to calculate correct reimbursement for M&IE, travel and per diem.

8. QUALITY ASSURANCE (INSPECTION AND ACCEPTANCE)

A. Subcontractor shall only tender for acceptance those Services and Supplies that conform to the requirements of this Agreement. CHECCHI reserves the right to test and/or inspect any services and supplies delivered or tendered for acceptance. Testing, and/or inspection will be performed within a reasonable time after delivery. CHECCHI may require repair or re-performance of nonconforming services and may require repair or replacement of nonconforming supplies at no increase in the Price. CHECCHI will exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of supplies, unless the change is due to the defect in supplies.

B. CHECCHI will exert good faith efforts to decide upon acceptance of Services and Supplies (and, as applicable, to complete inspection and testing) as promptly as possible upon delivery/performance. Notwithstanding the foregoing, payment will only be made for accepted Services and Supplies.

C. All equipment, materials, supplies, software, and services provided hereunder shall be subject to final acceptance by the CHECCHI Project Manager/Representative. Equipment, materials, and supplies that are not found reasonably satisfactory to CHECCHI or fail to meet normal professional standards will be terminated by CHECCHI or promptly corrected by the Subcontractor (at sole discretion of CHECCHI) and an equitable adjustment made by the CHECCHI Director of Contracts. All equipment under warranty and shipped items must be accompanied by documentation of ownership and, where necessary and applicable, registration and title.

9. SUBCONTRACTOR WARRANTIES

All services performed and supplies delivered hereunder shall be covered by the manufacturer's standard international warranty in favor of the Client or CHECCHI, with right of assignment, in addition to the Subcontractor's warranties set forth in their proposal, or elsewhere in this Agreement. In addition, Subcontractor warrants that the Services performed and Supplies delivered hereunder are merchantable and fit for use for the particular purpose described in this Agreement (or, if no such purpose is specifically described, for the purposes for which the Services and Supplies are ordinarily used).

Subcontractor hereby expressly warrants that all Services performed and Supplies delivered:

- (1) conform to the Agreement's requirements (including, without limitation, the description on the Award Cover Page and the Statement of Work if any), as well as regulatory agencies' requirements, and are free of defects in design;
- (2) are free of latent defects (as used herein, defects that meet the following criteria: (a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection; and (b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Services);
- (3) will, to the extent found to be in breach of any warranty specified in this Agreement, be re-performed or if Supplies, removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Services and Supplies, extending for the longer of (a) the remainder of the original warranty period, or (b) a new warranty period;
- (4) ensure that all spares and replacement parts are the same as the original spares and parts, unless formally replaced by an improved and CHECCHI -approved technical equivalent; and
- (5) are covered by intellectual property licenses, permissions, or rights which will not infringe upon the intellectual property rights of any third person, and which, being granted to CHECCHI and the Client pursuant to this Agreement, will be adequate to ensure that both CHECCHI and the Client may freely utilize the licenses, permissions and rights free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment.

Each and every warranty in favor of CHECCHI required by this Agreement shall be assignable, by written notice from CHECCHI to Subcontractor, to the Client or to any other person/entity designated by CHECCHI or the Client. Subcontractor shall accept such assignments, and the assignee(s) shall have the same rights originally held by CHECCHI.

10. COMPLETION OF DELIVERY/PERFORMANCE

When a specific period of time is stated for performance on the Award Cover Page, time is of the essence, and all services shall be performed and supplies delivered within the time specified. Unless expressly stated otherwise, Amendments to the Agreement will not affect such time periods.

11. TERMINATION AND REMEDIES

CHECCHI may terminate this Agreement immediately for default. Subsequent claims shall be settled in accordance with the rules of the Federal Acquisition Regulation pertaining to default terminations, under the direction of the CHECCHI Director of Contracts. CHECCHI reserves the right to terminate this Agreement in whole at any time, or in part from time to time, for its sole convenience. In the event of such termination, Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its lower-tier subcontractors to cease work. Subject to the terms of this Agreement and to reimbursement of CHECCHI by the Government, Subcontractor shall be paid a percentage of the price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Subcontractor can demonstrate to CHECCHI's satisfaction, using its standard record keeping system, have resulted from the termination. Subcontractor may not be required to comply with the U.S. Cost Accounting Standards or contract cost principles for this purpose. Subcontractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Notwithstanding termination as above, Subcontractor shall, unless otherwise specifically instructed in writing by CHECCHI, continue performance of any un-terminated portion of the Agreement remaining unperformed. In the event that the Subcontractor fails or refuses to pay or reimburse CHECCHI for any expense, cost, claim, or damage which the Subcontractor is obligated to make payment for under this Agreement; CHECCHI shall have the right to set-off such expense, cost, claim, or damage against any sums otherwise payable to the Subcontractor under this Agreement or other agreements/orders.

12. NOTICES

A. Notices shall be in writing, manually signed by the notifying Party's authorized representative, and mailed postage prepaid or, if sent by recognized express courier, personally delivered, and in all cases addressed to the individuals mentioned on the Award Cover Page, and also clearly mentioning the Agreement Number and the CHECCHI Project Number, as specified on the Award Cover Sheet.

B. Notices transmitted orally or by e-mail, facsimile, telegram or telex may be provided as advance copies, provided that an identical copy is promptly transmitted in accordance with Paragraph A above. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.

C. For the purposes of Article 13 below, notices may also be sent to CHECCHI at the following address:

James Agee, Director of Contracts

Checchi and Company Consulting, Inc

1899 L St. NW, Suite 800

Washington, DC 20036 USA - Tel: (+1 202) 452-9700 Fax: (+1 202) 466-9070

13. DISPUTES RESOLUTION

Any dispute arising under this Agreement shall be resolved pursuant to the rules of the Federal Acquisition Regulation pertaining to fairness and equitable adjustment in the settlement of conflicts, claims, ambiguities and disputes. All such disputes shall be settled by the CHECCHI Chief of Party or Director of Contracts in accordance with these rules. The Parties agree to make every reasonable effort to resolve amicably, through mutual agreement, any such dispute that may arise between them, under this Agreement. If, after a period of no less than sixty (60) days, such efforts are unsuccessful, the Parties agree to escalate the dispute to higher management levels. Specifically, the matter will be referred to the attention of CHECCHI Headquarters in Washington, DC for final, unilateral disposition by CHECCHI. Both Parties understand and agree to this method of disputes resolution for any claims or disagreements involving a disputed amount less than US\$3000.

Disputes that involve more than US\$3000 or an actual conflict with local law shall, failing amicable settlement at the CHECCHI-Headquarters level and after a reasonable time, be considered further for resolution under the rules of the American Arbitration Association (AAA), the International Chamber of Commerce (ICC) or the United Nations Commission on International Trade Law (UNCITRAL). Arbitration of disputes under agreements or orders performed within the United States or its territories shall be conducted in Washington, DC under the rules, then in effect of the American Arbitration Association. The Arbitration of Agreements performed outside of the United States and the states of Armenia, Azerbaijan, Belarus, Estonia, Georgia, Kazakhstan, Kyrgyzstan, Latvia, Lithuania, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan shall be conducted under the International Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) then in effect. Arbitration of Agreements performed within the states listed above shall be conducted under the International Arbitration Rules of the International Chamber of Commerce in The Hague. Notwithstanding the pendency of any arbitration proceeding, the Parties shall continue to perform their respective obligations pursuant to this Agreement. Each Party will bear its own costs of arbitration, as well as half of the arbitrator's fees and costs.

14. COMMUNICATIONS WITH GOVERNMENT

All communications with the Client concerning this Agreement shall be made through CHECCHI, unless otherwise expressly authorized by CHECCHI. If Subcontractor is requested by the Client to communicate regarding the Agreement, Subcontractor shall notify and consult with CHECCHI before responding.

15. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties acknowledge that the relationship between them pursuant to this Agreement is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for, or in the name of, the other Party.

16. COOPERATION WITH CHECCHI SUBCONTRACTORS

Subcontractor is expected to provide appropriate cooperation with and assistance to CHECCHI subcontractors in the performance of this Agreement. This shall include all data protection safeguards and access

17. ASSIGNMENT AND SUBCONTRACTING

Subcontractor shall not assign or subcontract any portion of this Agreement, or any of the monies due or to become due hereunder, without express written consent of CHECCHI, which consent shall not be unreasonably withheld.

18. INDEMNITIES

A. Subcontractor shall indemnify and hold harmless CHECCHI and its officers, directors, employees and agents (as well as the Government) from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including, without limitation, any loss of use, and any product liability or similar claim, in or under the laws of the Cooperating Country or other applicable law {provided that any Supplies are used and stored in a manner consistent with any manufacturer's recommendations specifically noted by Subcontractor in its offer and expressly incorporated by CHECCHI into this Agreement}) arising out of, resulting from or connected in any way with the performance of this Agreement by Subcontractor or Subcontractor's employees, subcontractors, or their officers, directors, agents and employees.

B. Subcontractor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive after the expiration or termination of this Agreement.

C. Subcontractor shall indemnify CHECCHI and its officers, employees and agents (as well as the Government) against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any U.S. or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided that Subcontractor is reasonably notified of such claims and proceedings.

19. GOVERNING LAW AND LANGUAGE

A. Subcontractor shall, in performing its obligations pursuant to this Agreement, comply with all applicable statutes, rules, regulations, and executive orders of the Government (including without limitation the FAR and AIDAR), and all applicable laws and regulations.

B. This Agreement shall be interpreted in accordance with the laws in effect in the District of Columbia (D.C.) in the U.S.A. without regard to its conflicts of law principles.

C. The language governing this Agreement, its interpretation, notices, disputes, and any other communications shall be English.

20. MANDATORY GOVERNMENT CLAUSES

This Agreement was issued pursuant to a Client-issued Prime Contract. Accordingly, it is subject to certain U.S. Government requirements (when the Client is an US Government Agency) set forth in the Federal Acquisitions Regulation (FAR) and (when the Client is USAID) the Agency for International Development Acquisition Regulation (AIDAR). The FAR and AIDAR clauses cited herein are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text. CHECCHI will make the complete text of these clauses available to Subcontractor upon request. Except where a different meaning is obviously intended, all reference to the "Contractor" in such clauses shall be deemed to mean Subcontractor, while "USAID", "the Government," and "the Contracting Officer" shall be deemed to mean CHECCHI. All documentation required from Subcontractor by these clauses shall be submitted to CHECCHI, and all approvals shall be obtained from CHECCHI.

FAR: The following mandatory clause is incorporated, to the extent applicable: 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008). In addition, Subcontractor is required to ensure that it, as well as its lower-tier subcontractors, are not included on the SDN List or any other list of suspended, debarred or ineligible bidders used by the Client. [Note: See FAR 12.504 for a list of laws that are expressly not applicable to subcontracts at any tier for commercial items.]

21. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

Subcontractor shall ensure that its officers, directors, employees, agents, consultants, subcontractors and representatives avoid (1) any action in violation of (or that might reasonably be considered to be in violation of) U.S. Government or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and (2) any corrupt practice (including, without limitation, the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of CHECCHI or any of its subcontractors) or fraudulent practice (including, without limitation, misrepresentation of facts to influence a procurement action or Agreement execution or administration), to the actual or potential detriment of CHECCHI, the Government, or the Cooperating Country. If an issue should arise concerning compliance with this Article, Subcontractor shall immediately provide CHECCHI with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Subcontractor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by CHECCHI as a material Contract breach. Subcontractor shall indemnify and hold CHECCHI harmless for any costs, delays, losses, damages or other liabilities (including, without limitation, reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with Government investigations) incurred by CHECCHI as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

22. EXCUSABLE DELAYS & NOTICE OF DELAY OR IMPEDIMENT

Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Subcontractor shall notify CHECCHI in writing as soon as it is reasonably possible after the commencement of an excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to CHECCHI. Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Subcontractor's timely and successful performance under this Agreement, Subcontractor shall promptly give notice thereof, including all relevant information thereto, to CHECCHI.

23. ANTI-TERRORISM (Executive Order 13224)

Subcontractor is reminded that U.S. Executive Order 13224 and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is Subcontractor's legal responsibility to ensure compliance with these Executive Orders and laws. This provision shall be included in all lower-tier subcontracts under this Agreement.

24. SEVERABILITY AND SURVIVAL OF PROVISIONS

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Agreement had been executed with the affected provision eliminated. In addition to the rights and obligations which survive as expressly provided for elsewhere in this Agreement, the other provisions which, by their nature should survive, shall survive and continue after any termination or cancellation of this Agreement.

25. LIMITATION OF DAMAGES

If a claim for damages or a right to any other form of relief, based on mutual agreement, indemnity, negligence or otherwise should arise in connection with this Agreement, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

26. BRANDING

Subcontractor shall comply with the requirements of any Client-mandated Branding policy, such as the USAID "Graphic Standards Manual" (available at www.usaid.gov/branding) or any successor branding policy for USAID-funded Contracts. Subcontractor may confirm any Branding requirements with CHECCHI. The Subcontractor must include this requirement in all lower-tier subcontracts and subawards.

27. RIGHTS IN DATA--GENERAL

A. For all data first produced or specifically used by the Subcontractor in the performance of this Agreement in the United States, its territories, or Puerto Rico, CHECCHI shall have the irrevocable, fully paid-up right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this Agreement.

B. The Subcontractor agrees that to the extent it receives or is given access to data necessary for the performance of this Agreement which contain restrictive markings or can reasonably be construed as business sensitive, the Subcontractor shall treat the data in accordance with such markings and with the same care it treats its own confidential material.

A. For all data first produced or specifically used by the Subcontractor in the overseas performance of this Agreement, the Subcontractor shall not release, reproduce, distribute, or publish such data without the written permission of CHECCHI. CHECCHI may require the Subcontractor to assign a copyright to the United States or Host Country government or another party as circumstances warrant or as specifically stated elsewhere in the Agreement.

28. USAID SPECIAL DISABILITY POLICY

Applicable when USAID is the Client. The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.dec.org/pdf_docs/PDABQ631.pdf. CHECCHI therefore requires that the Subcontractor not discriminate

against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this Agreement. To that end and within the scope of the Agreement, the Subcontractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

29. VOLUNTARY POPULATION PLANNING ACTIVITIES

A. Requirements for Voluntary Sterilization Program.

None of the funds made available under this Agreement shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

B. Prohibition on Abortion-Related Activities.

(1) No funds made available under this Agreement will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options. (2) No funds made available under this Agreement will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

C. Subcontractor shall insert this provision in all lower-tier subcontracts.

30. RESERVED

31. REPORTING OF AFGHAN TAXES & CUSTOMS DUTIES (NOT SALES TAXES)

(a) The Subcontractor agrees to report all taxes paid directly to the Afghan Government and any other foreign government for providing CHECCHI this service and equipment on a biannual (every six months) basis.

(b) Contents of Report. The report must contain:

- (1) Subcontractor name.
- (2) Contact name with phone, fax and email.
- (3) This Contract number(s).
- (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more that are financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Afghanistan using foreign assistance funds should purchase commodities in India, any taxes imposed by India would not be reported in the report for Afghanistan (or India).
- (6) Any reimbursements received by the Subcontractor during the period in (4), regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- (7) Report is required even if the Subcontractor did not pay any taxes during the report period.
- (8) Cumulative reports may be provided if the Subcontractor is implementing more than one CHECCHI program or subcontract.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: cleslie@checchiconsulting.com

(e) Subagreements. The Subcontractor must include this reporting requirement in all applicable subcontracts and other subagreements.

32. "TRANSPARENCY ACT" REPORTING REQUIREMENTS.

The following information will be made public through the U.S. Government if their award exceeded US\$300,000 in 2010: a. Vendor's name and address (including Congressional district when applicable), b. Amount of award; c. Funding agency; d. NAICS product code of deliverable supply or service/CFDA program number for grants; e.

Program source; f. Award title and purpose of the funding action; g. Place of performance (including Congressional district if applicable); h. Vendor's DUNS number and that of any parent company; and i. Total compensation and names of top five executives if annual U.S. Federal Government revenues exceed \$25M and represent 80% of total revenue.

33. COMBATting TRAFFICKING IN PERSONS.

The Subcontractor shall comply with the clause of the Federal Acquisition Regulation 52.222-50, entitled, "Combating Trafficking in Persons" (2009) available at https://www.acquisition.gov/far/current/html/52_222.html#wp1151848 and incorporated herein by reference. .

34. TAX WITHHOLDING

Pursuant to the provisions of the Government of Afghanistan Income Tax Law 2009, Article 72, effective March 2009, CHECCHI is required to withhold income tax at the prescribed rates at the time of making payment to the legal or natural person(s) providing supplies, materials, construction and services under contract, including purchase order procurements, for transactions of AFA 500,000 and above.

Withholding Rate

The prescribed rate of income tax withholding is 2% of the gross purchase amount for subcontractors/vendors who have a business license registered with the Afghanistan Investment Support Agency (AISA); 7% of the gross purchase amount for subcontractors/vendors not registered with AISA who are conducting business without a license or contrary to approved by-law.

Remittance of Tax and Certificate of Withholding

As the tax withholding entity, the Checchi Consulting Team is required to remit the income tax amount withheld directly to the Ministry of Finance designated account by the 10th day of the month following the transaction. CHECCHI will issue an income tax withholding certificate to the subcontractor/vendor listing the gross payment, the amount of income tax withheld and the net contract payment along with a copy of the payment form and deposit receipt for transfer made to the designated Ministry of Finance account.

More detailed information on Afghanistan contract tax withholdings can be obtained at the website of the Ministry of Finance Afghanistan, www.mof.gov.af/?p=Article%2072.

35. MINIMUM TERMS & CONDITIONS

Below are minimum terms/conditions that needs to be carefully reviewed and completed by vendors:

No.	Description/Question	Response
1	Valid Business License & Nature of Business	<input type="checkbox"/> Attached <input type="checkbox"/> Not attached
2	Did you include the cost & specification for each item? If specification is not provided, quote will not be considered for evaluation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Validity of Bid Price Bid must be valid for at least 30 days. Please choose only one checkbox.	<input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> Other:
4	Period of Translation	<input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> Other:
5	Payment Term: Payment will be paid to the vendor within 30 days after the delivery of goods and submission of signed invoice. No advance payment is authorized under this procurement. Do you accept these terms and conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Payment Method: Payment above \$500, or equivalent in Afghani will be made only wire transfer and cheque, but not in cash. Do you accept this term?	<input type="checkbox"/> Yes <input type="checkbox"/> No

7	Bank Information Copy: Did you provide your company's bank account information?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Business Name and license copy: _____

Company Email and Phone Number: _____

Company Address: _____

Authorized Representative Name (print)

Authorized Representative Title (print)

Authorized Representative Signature

Date

(END OF SOLICITATION)
