

## Request for Quotation

<b>Procurement title</b>	Request for Quotations – RFQ# KBL-HSR-039 FGGO Providing 150 & 200 KVA Perkins Generators for FGGO/HSR Project
<b>Procurement number</b>	RFQ# KBL-HSR-039
<b>Issue date</b>	February 12, 2020
<b>Delivery location</b>	Kabul
<b>Closing time</b>	2:00 PM Kabul Time on February 19, 2020
<b>Questions</b>	Must be received in writing before 2:00 PM Kabul Time on February 17, 2020

### Purpose

Futures Group Global Outreach (FGGO) is looking for companies to provide 150 & 200 KVA Perkins Generators for FGGO/HSR Project under below Terms of Reference of this RFQ.

Futures Group Global Outreach invites companies and distributors and providers of generators to submit their Best and Final Offer (BAFO) to provide 150 & 200 KVA Perkins Generators for FGGO.

### Background and Context

Futures Group Global Outreach (FGGO -Afghanistan) is a locally registered organization that operates in Afghanistan and has been implementing USAID funded projects in Afghanistan.

### Contract

The award will be a fixed price Purchase Order (PO).

### Currency

USD

### Terms of Reference (TOR)

The RFQ# KBL-HSR-039 FGGO Providing 150 & 200 KVA Perkins Generators for FGGO/HSR Project

The company must provide the following goods and services:

#### A. General Requirements:

1. The company should have experience with international NGO's for providing generators of 150 & 200 KVA or bigger one.

**Vendor's Signature and Stamp**

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2. Delivery of generator to our office compound generator house (Shah-e-Naw) Kabul Afghanistan and installation of generator to the mentioned location.
3. Prior to send your quotations have a site visit of our office compound to figure out how to set up the generator to the generator house.
4. Orientation to our technician person about the generator usages.
5. The generator should have warranty at least for one year.

**B. Specific Requirements:**

- 1- Latest model available in market
- 2- Rated Power Prime 150 KVA, 120 KW, & 200 KVA, 160 KW,
- 3- Rated Voltage 220/400 V
- 4- Phase 3
- 5- Made In UK
- 6- Brand New and Genuine

**Submission of Quotations**

The Offeror shall submit its Best and Final Offer/Quotation (BAFO) for the Services in accordance with the specifications described under Terms of Reference above Hard or Soft copies.

Questions may be submitted no later than, **February 18, 2020 (02:00PM** Kabul, Afghanistan local time). Offerors are invited to address questions to: Sayed Jafer Hashimi, FGGO's Operations Director, via e-mail: [Sayed-Jafar.Hashimi@thepalladiumgroup.com](mailto:Sayed-Jafar.Hashimi@thepalladiumgroup.com)

**Submission of Quotations: All responses must be in English. Electronic bids are not acceptable.**

**One hard copy** shall be delivered no later than February 19, 2020 (**2:00 PM** Kabul, Afghanistan local time) to Futures Group Global Outreach (FGGO), attention to Sayed Jafer Hashimi Operations Director, at Futures Group Global Outreach (FGGO), HSR Afghanistan office located at House No 314, Street No 03, Beside Old DK German Clinic, Ansari watt, Shahr-e-Now, District 04, Kabul, Afghanistan.

**Insert in subject line: Request for Quotations RFQ# KBL-HSR-039 FGGO Providing 150 & 200 KVA Perkins Generators for FGGO/HSR Project**

**Note:**

- **Please be advised that Futures Group Global Outreach require you to specify the validity of your quote for the minimum number of (30) calendar days from its submission date.**

**Appendices**

Appendix A: Bid Price Quotation and timeline to complete preliminary installation of 150 & 200 KVA Perkins Generators

Appendix B: Summary of Relevant Capability, Experience and Past Performance

Appendix C Copy of Business License

Appendix D: Purchase Order (PO) Template

**Vendor's Signature and Stamp**

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Appendix E: Business Partner Code of Conduct

Appendix F: Due Diligence Individual Form

**Appendix A: Bid Price Quotation and timeline to complete preliminary installation of 150 & 200 KVA**

**Perkins Generators:** Please attach a signed and stamped copy of your quote with a timeline to complete preliminary installation of 150 & 200 KVA Perkins Generators no later than the due date for submission of quotation as specified above.

The hard copy of the Offerors' quotation shall be placed in a sealed envelope and shall be clearly marked **“Request for Quotations – RFQ# KBL-HSR-039 FGGO Providing 150 & 200 KVA Perkins Generators for FGGO/HSR Project**

and **“TO BE OPENED ONLY BY MEMBER(S) OF THE EVALATION COMMITTEE.” Futures Group Global Outreach, may choose not to evaluate an unresponsive quote.**

The completion and submission to Futures Group Global Outreach of the above good and services will constitute a Quotation and will indicate the Offerors agreement to the terms and conditions in this RFQ and in any attachments hereto. Issuance of this RFQ does not commit Futures Group Global Outreach to make an award.

Offerors are **required** to examine all instructions and the specifications contained in this Request for Quotation. **FAILURE TO DO SO WILL BE AT THE OFFEROR'S RISK.**

**Appendix B: Summary of Relevant Capability, Experience and Past Performance** – Using the format provided in Appendix B, the vendor shall list no more than five (5) former and/or current clients with their most up-to-date contact information, to whom commodities or services similar to those requested under this RFQ have been delivered to in Kabul or other areas in Afghanistan over the last five (5) years. The vendor should also provide copies of reference letter or certificates of completion from listed clients if available. Futures Group reserves the right to independently verify all submitted information, letters, and certificates.

**Appendix C: Copy of Business License** - Futures Group will not award a blanket purchase agreement, contract, or subcontract to an organization that fails to provide a current valid copy of its active business license from either the Afghanistan Investment Support Agency (AISA) or the Ministry of Commerce. Business License must be attached to Appendix C

## Special Requirements

### Executive Order on Terrorism Financing

U.S. Executive Orders and U.S. law prohibits transactions with and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Offerors to ensure compliance with these Executive Order and laws.

### Communications with USAID and Other Agencies

All of Subcontractor's contractual written or oral communications with or to USAID, or local agencies relative to the Work under this Purchase Order must be through or with the authorization of Futures Group project Chief of Party.

### Language Requirement

All submissions shall be provided in English.

**Vendor's Signature and Stamp**

**Restriction on Certain Foreign Purchases**

USAID has eligibility rules concerning goods and commodities, commodity- related services, and suppliers of goods and services (other than commodity-related services).

**Terms of Payment**

Futures Group Global Outreach will pay the Vendor in accordance with the payment schedule, to be stipulated in the Purchase Order, after receipt and acceptance of the required Goods/Commodities or Services.

**Tax Withholding**

Purchase to the provisions of the Government of Afghanistan Income Tax Law 2010, Article 72.4 effective May 2010 Futures Group is required to withhold income tax at the prescribed rate at the time of making payment to the legal or natural person(s) providing supplies, materials, construction and services under contract, including purchase order procurement, 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 contractors/vendors who have a valid business license to operate under Government of Afghanistan

**Remittance of Tax and Certificate of Withholding**

As the tax withholding entity, Futures Group Global Outreach is required to remit the income tax amount withheld directly to the Ministry of Finance designated account by 10<sup>th</sup> day of the month following the transaction.

Futures Group Global Outreach will issue an income tax withholding certificate to the contractor/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](http://www.mof.gov.af/?p=Article%2072).

**Appendix A****Bid Price Quotation**

Vendor agrees and shall ensure that all goods and services provided to Futures Group Global Outreach must be accordance with International Financial Reporting Standards (IFRS).

Goods and services will be accepted and verified by Futures Group Global Outreach. If the goods and services are not in accordance with Futures Group Global Outreach exact requirements, the goods and services will not be accepted.

***Vendor's Signature and Stamp***

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**Appendix B**

**SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE**

List former and/or clients with their most up-to-date contact information, to whom commodities or services similar to those requested under the RFQ have been delivered to in Kabul or other areas in Afghanistan over the last five (5) years.

Please list entries in chronological order beginning/start with the most recent.

S/No	Project Title and Description of Goods Delivered	Location Province/District	Client's Name/Tel/Email address	Cost in Afghani at the time of delivery	Start Date	End Date	Completed on Schedule (Yes/No)	Subcontractor or Prime Contractor?

**Vendor's Signature and Stamp**

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**Vendor's Signature and Stamp**



**Appendix C: BUSINESS LICENSE/CERTIFICATE**

**Appendix D: Purchase Order (PO) Template**

Purchase Order (“Agreement”) for Goods and/or Services

PO Cover Sheet

PO Number		Effective Date of PO	
Delivery Address		Delivery Date	
Country of jurisdiction			
Supplier and Supplier’s Representative Details			
Supplier’s Name			
Supplier/Vendor ID			
Address			
Phone			
Representative Name and Title			
Representative Email			
NGO and NGO’s Representative Details			
NGO’s Name			
Address			

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Phone			
Representative Name and Title			
Representative Email			
Payment by	Wire transfer If other, please specify.	Currency	
Bank account details			
Account name			
Bank name			
Account number			
IBAN			
Other information/ Swift code			

Details of Goods and/or Services to be supplied:

Description	Quantity	Units	Unit Price	Currency	Total Price exclusive of taxes	Tax	Total



Total Price								

Special conditions	N/A
Insurance requirements	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please specify

This PO is governed by the laws of the country of jurisdiction and the attached Terms and Conditions.			
Signed for Supplier:		Signed for NGO:	
Name:		Name:	
Title/Role:		Title/Role:	
Date:		Date:	

## Terms and conditions

### 1. THE PARTIES

The Supplier and the Company are collectively referred as "the Parties".

### 2. ENTIRETY OF AGREEMENT

This PO, including the Cover Sheet, the Terms and Conditions, all referenced Annexes, and representations of suitability and performance of the Goods and/or Services made by the Supplier in its offer or any material published by the manufacturer or the supplier relating to the goods and services, will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this PO is hereby superseded.

### 3. MODIFICATIONS

Any modifications or amendments to this PO, including its Annexes, will be made by mutual agreement of the Supplier and the Company. All such modifications or amendments will be in writing signed by both the Supplier and the Company.

### 4. EXCLUSIONS

The following are excluded from application to this contract:

- a. All terms and conditions of supply proposed by the Supplier that are not included in this PO or contract; and
- b. All conditions, limitations of liability, reservations, qualifications or the like stated in the Supplier's offer or in any material published by the manufacturer or the supplier relating to the Goods and/or Services.

### 5. MAIN OBLIGATIONS

The Supplier must provide the Goods and/or Services stated in the PO and the Company must pay the Total Price as stated in the PO, upon satisfactory delivery of the Goods and/or Services as determined by the Company in accordance with this PO.

### 6. PAYMENT

The prices stated in the PO are fixed and are subject to adjustment only in accordance with this PO.

All payments will be made in the manner and to such bank account as the Supplier has designated in the Cover Sheet.

Where there is no dispute as to the goods or services supplied, the Company will pay the Supplier within 30 days of the Supplier submitting a valid invoice, in original, marking Company's Copy, for the amount payable by the Company and sent to the Company's Representative.

In the case of any dispute as to the goods or the amount payable to the Supplier the parties will attempt to resolve the dispute according to the dispute resolution procedures set forth in these Terms and Conditions. Payment will be made by the Company within 30 days of such dispute being resolved subject to a valid invoice having been submitted.

### 7. GOODS AND SERVICES

The Supplier warrants that it will supply and deliver the goods or services in strict accordance with all of the following:

- a. This PO;
- b. The Supplier's offer (to the extent only the offer is consistent with this contract);
- c. Any description or sample of the goods the Supplier has given to the Company;
- d. Any legislative requirement applicable to the goods or services or this contract; and
- e. All standards, codes or guidelines applicable to the goods or services for supply.

The Supplier must also supply any ancillary goods, not expressly stated in its offer or this contract, that are commonly included with goods of similar nature to the goods.

The Supplier must facilitate and allow the Company to inspect and test the goods at any place at which the goods are stored before delivery, or where such inspection is not possible, before the goods are unloaded at the Company's specified delivery location.

Title in the goods passes to the Company on delivery and acceptance of the goods.

The Supplier remains liable for the suitability and performance of the goods during transit despite the Company's prior acceptance (if applicable) of the goods to effect delivery.

### 8. THE COMPANY'S INSTRUCTIONS AND CHANGES

The Supplier must comply with the Company's written instructions.

If the Supplier considers that an instruction constitutes a change to the scope of the Supplier's obligations, the Supplier must notify the Company within two business days of that claimed change.

If the Supplier considers it will be, is, or has been delayed by any causes, it must notify the Company within two business days of that claimed delay.

If the Supplier does not give notice as required by this clause, the Supplier is not entitled to, and cannot claim, any additional payment or relief under this contract nor any damages or compensation.

### 9. DETERMINING THE EFFECTS OF CHANGES

If the Company gives any instruction under this PO, and the Supplier has given a notice required by this PO, the Company and the Supplier must agree on any reasonable change to the price or date for performance. If they cannot agree within five business days after the Company's notice, the Company will determine the effect of the change and will notify the Supplier of that determination.

### 10. INTELLECTUAL PROPERTY

The Supplier warrants to the Company that it owns, or has sufficient rights to, the Intellectual Property in the design and manufacture of the Goods or in the provision of the Services to discharge its obligations under this Agreement. The Supplier grants the Company a perpetual, royalty free and transferable license to use the Intellectual Property in the Goods and/or Services for the purposes for which they are supplied.

Any action or proceeding based upon a claim that the Goods and/or Services, or part thereof, constitute an infringement of any patent, registered design or copyright and the Supplier will pay all damages and costs awarded against the Company flowing from any such action or proceeding. However, in case there is found to be an infringement, the Supplier will, at its own expense, either procure for the Company the right to continue using the Goods and/or Services or modify them so they

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become non-infringing, or, with the approval of the Company, remove said Goods or stop receiving said Services and refund the total price, the transportation, and the installation costs to the Company.

**11. CONFIDENTIALITY**

The Supplier, its personnel or the persons acting on behalf of the Supplier, will not use any information acquired or developed in the course of this Agreement (including, but not limited to, the Company's security policies or procedures), for any purpose not authorized in writing by the Company.

The Supplier is required to exercise the utmost discretion during the performance of the Agreement. The Supplier may not communicate to any other person, government, or authority external to the Company any information known to it by reason of its contractual relationship with the Company which has not previously been made public, except with the written authorization of the Company. Nor will the Supplier at any time use such information to private advantage.

The Supplier and its personnel will not disclose or use any Confidential Information except to the extent that such disclosure or use is:

- a. Strictly necessary for the performance of the services;
- b. Required by law;
- c. Authorized by prior written approval from the Company; or
- d. Already in or comes into the public domain otherwise than through the Supplier's unauthorized disclosure (or that of any of its personnel).

The Supplier will be liable for any breach of confidentiality or any indirect disclosure that could damage the interests of the Company. The extent of any such liability will be directly proportional to the extent of the damage caused.

The Supplier agrees that the obligations in this Clause applies during the Duration of this Agreement and after termination of this Agreement.

**12. STATUTORY REQUIREMENTS**

The Supplier must comply with all legal and statutory requirements as applicable in the jurisdiction of delivery relating to the performance of its obligations under this contract including but not limited to taxation, safety and health, and packaging and delivery.

**13. DEFECTS**

If the Company instructs the Supplier to rectify a defect, or replace any Goods and/or Services, within a specified time, and the Supplier does not comply with that instruction, the Company may engage others to rectify the defect and the rectification cost will be payable by the Supplier to the Company. This cost may be set-off against any outstanding payments to the Supplier whether for the subject Goods and/or Services or for any other PO with the Supplier.

Payment will be authorized after delivery and acceptance by the Company's Representative of all Goods and/or Services, and in accordance with payment terms stipulated in PO. Where there is partial delivery of the Goods and/or Services, the Company may hold payment until all the Goods and/or Services specified in the PO are received.

**14. INDEMNITY, LIABILITY, AND INSURANCE**

The Supplier will indemnify and keep indemnified the Company, and the officers, employees and agents of the Company from and against any loss, damages, expenses or costs (including costs of any settlement) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the Company, or the officers, employees and agents of the Company or any of them for or in respect of:

- a. personal injury or death of any person;
- b. loss of or damage to any property or any other loss or damage arising out of or as a consequence of the performance or failure to provide the Goods and/or Services or any other breach of the terms of this Agreement;
- c. any claim by a third party against the Company arising out of any act or omission of the Supplier in connection with the Agreement or the provision of the Goods and/or Services; and
- d. any penalty imposed for breach of an applicable law in connection with the provision of the Goods and/or Services by the Supplier.

The Company will not, under any circumstances or for any reason whatsoever, be held liable for any loss, damage, or injury sustained by the Supplier or by any person acting on behalf of the Supplier during the performance of this Agreement. The Company will not accept any claim for compensation or repairs in respect of such damage.

The Supplier will insure and maintain adequate insurance against all risks or loss, damage or injury caused by the Supplier or by any person acting on behalf of the Supplier during the performance of the Agreement. The Supplier will maintain liability insurance in an adequate amount to cover third-party claims for any loss arising from or in connection with the provision of the Goods and/or Services. The Supplier will maintain comprehensive commercial or professional general liability insurance and, if applicable, automobile liability insurance coverage to cover the Supplier for all activities undertaken under this Agreement. Further insurance requirements may be specified in the PO.

The Supplier will, upon the Company's request, provide the Company with satisfactory evidence of the insurance required in the PO.

**15. TERMINATION**

The Company will have the option to terminate this Agreement in the event Supplier materially breaches any of the terms and conditions of this Agreement. The Supplier will receive advance written notification of termination, a description of the nature of the breach and, if applicable, the opportunity to remedy or cure any such breach of terms within the cure period stated in the notification. The Company may require reimbursement of any expenses improperly incurred prior to termination in a sum not to exceed the ceiling amount of this Agreement.

In the event of termination of this Agreement, Supplier will, upon receipt of notification of termination, immediately stop work, minimize additional costs and will not incur any further cost during the termination of performance hereunder.

All notices must be given to the respective representatives in writing by email with a delivery receipt or hard copy at the address specified on the PO. Notices will be deemed to be served immediately if delivered by email with a valid delivery receipt/proof or on the third business day from the date mailed.

**16. DISPUTE RESOLUTION**

The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this PO or the breach, termination or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this PO or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this PO. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.

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The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English.

Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

## 17. SPECIAL CONSIDERATIONS

- a) The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which 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 Supplier further warrants that neither it, nor any of its affiliates is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.
- c) The Supplier further warrants that neither it, nor any of its affiliates is 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 the Company under this Agreement.
- d) The Supplier further warrants that neither it, nor any of its affiliates is 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 Agreement.
- e) The Supplier further warrants that neither it, nor any of its affiliates is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
- f) The Supplier will undertake its best effort to ensure that payments provided by the Company under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.
- g) The Supplier warrants to pay all taxes, duties and charges imposed or levied in the country of which the Supplier is registered and/or in the Partner Country, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.
- h) The Supplier warrants that neither it, nor any of its affiliates, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.
- i) The Supplier warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.
- j) The Supplier further warrants that it, and its affiliates, will adhere to work health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
- k) The Supplier warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.
- l) The Supplier warrants that neither it, nor its affiliates, is engaged in any political activity in the relevant country that may negatively impact on this Agreement.
- m) The Supplier warrants that neither they nor their affiliates engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.
- n) The Supplier shall ensure that subcontractors are expressly bound by and respect the provisions of these Terms and Conditions.
- o) Any breach of this Annex shall entitle the Company to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind to the Company.

## Anticorruption

- a) The Supplier hereby represents, warrants, and certifies that:

In carrying out its responsibilities under this PO, the Supplier and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

- i. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
  - ii. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organizations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
  - iii. Any governmental official or employee (including employees of state-owned or controlled entities or public international organizations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.
- b) No rights or obligations of, or services to be rendered by the Supplier under this PO shall be assigned, transferred, or subcontracted to any third party without the prior written consent of the Company.
  - c) The Supplier shall conduct all activities related to this PO in a fair, honest, and transparent manner.

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- d) The Supplier represents, warrants, and certifies that the Supplier has read and understands the Company provided Code of Conduct. The Supplier agrees to be bound by the Code of Conduct and to operate in a manner fully consistent with the letter and spirit of the Code of Conduct. The Supplier agrees to inform its employees and agents involved in activities related to this PO of the requirements of the Code of Conduct.
- e) The Supplier represents, warrants, and certifies that the Supplier has adopted a policy to prevent corruption (“anticorruption policy”) in the conduct of business and enforces this policy. The Supplier further represents, warrants, and certifies that the Supplier has informed its employees, agents, contractors, subcontractors, suppliers, and other individuals or entities with whom the Supplier does business, of its anticorruption policy. The Supplier agrees to provide a copy of the anticorruption policy to the Company.
- f) The Supplier shall immediately inform the Company if the Supplier becomes aware of any information indicating that any action in breach of this section has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this PO.
- g) Unless otherwise disclosed in writing to the Company, the Supplier represents, warrants, and certifies that neither the Supplier, individuals employed by the Supplier, nor their immediate family members, are Public Officials. The Supplier shall immediately notify the Company in advance if any of the above become a Public Official.
- h) The Supplier shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Supplier makes in connection with this PO.

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**TO BE READ:**

Anticorruption Compliance Policy

Whistleblower Protection Policy

Child Protection Policy

All documents can be downloaded in full at <http://www.grminternational.com/policy.htm>

[Link to be verified each time a PO is issued due to the website of GRM Futures under construction]

**TO BE SIGNED BY PARTY SIGNING AGREEMENT AND ANY INDIVIDUALS CONTRACTED UNDER TO:**

To be signed immediately

1. Child Protection Code of Conduct
2. Business Partner Code of Conduct
3. Good Fame and Character Declaration

**Appendix E: Business Partner Code of Conduct**

## **1 PURPOSE**

The purpose of this policy is to define the required standard of conduct for Futures Group Business Partners worldwide.

## **2 APPLICABILITY**

This policy is applicable worldwide to all Futures Group Business Partners.

## **3 DEFINITIONS**

**Futures Group** means Futures Group Holdings LLC; its subsidiaries, including Futures Group Global, LLC and Futures Group International, LLC; and any entity associated or affiliated with Futures Group Holdings, LLC, including Futures Group Global Outreach, Inc.

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**Business Partner** means any contractor, subcontractor, grantee, sub-grantee, awardee, sub-awardee, law firm, vendor, supplier, landlord or other organization providing goods or services to Futures Group.

**Employee** means any person who has a part-time, full-time, intermittent, continuous, or fixed-term employment relationship with Futures Group.

**Representative** means any person who has a Personal Services Contract (PSC) or independent consultant relationship with Futures Group.

**Affiliate** means any person who has a part-time, full-time, intermittent, continuous, or fixed-term employment relationship with Futures Group Global Outreach, Inc. and every person who has a PSC or independent consultant relationship with Futures Group Global Outreach, Inc.

**Negligible Value (gift or courtesy)** means an insignificant or nominal item or benefit, the value of which is so small that it could not be reasonably expected to influence the recipient's behavior, action or decision-making in any way. It is important to note that this definition of "Negligible Value" is subject to local law or regulation. It is, therefore, always advisable to seek guidance on whether a gift, courtesy or other benefit is of Negligible Value before it is offered or provided.

**Business Partner Conflict of Interest** means when a Business Partner's interests are inconsistent with (or are otherwise in opposition to) the interests of Futures Group, its clients or its stakeholders.

**Public Official** means an elected or appointed executive, administrative, legislative or judicial officer or employee of a country, state, territory, or political subdivision thereof; an officer or employee of a public international organization; or an officer or employee of a public enterprise or public body, including officers or employees of State owned or controlled entities. In addition "Public Official" includes any person who performs a public function or exercises public authority, by employment or contract, for any branch of the national, state, local or municipal government of any country or territory. "Public Official" also includes employees or officers of political parties as well as candidates for political office.

**Bribery Act** means the UK Bribery Act 2010 (2010 CHAPTER 23) and any subordinate legislation made under the Act from time-to-time together with any guidance or codes of practice issued by the UK Ministry of Justice or other relevant government agency. (For more information, see <http://www.justice.gov.uk/guidance/docs/bribery-act-2010-guidance.pdf>)

**Criminal Code Act** means the Australian Criminal Code Act of 1995. (For more information, see <http://www.ag.gov.au/agd/WWW/ncphome.nsf/AllDocs/85137C0E8EA67923CA25731B0083B25F?OpenDocument>)

**FCPA** means the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §§ 78dd-1, et seq.) (For more information, see <http://www.justice.gov/criminal/fraud/fcpa/docs/lay-persons-guide.pdf>)

**Prohibited Act** means any offense under any applicable anticorruption statute in any jurisdiction, including the Bribery Act, the Criminal Code Act or the FCPA.

**Bribery**, as a general matter, means to, directly or indirectly, offer, promise or provide a financial or other advantage to another person to:

- Induce or encourage the other person to perform a function improperly, or
- Reward the other person for the improper performance of a function.

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The improper performance of a function occurs when the performance amounts to a breach of an expectation that a person, including a Public Official or a private individual, will act:

- In good faith;
- Impartially; or
- In accordance with a position of trust.

Directly or indirectly requesting, agreeing to receive or accepting a financial or other advantage as an inducement or reward for the improper performance of a function is included within this definition of Bribery.

For more specific guidance on the definition of Bribery, see <http://www.justice.gov.uk/guidance/docs/bribery-act-2010-guidance.pdf> or <http://www.ag.gov.au/agd/WWW/ncphome.nsf/AllDocs/85137C0EBEA67923CA25731B0083B25F?OpenDocument>

**Facilitation Payment** means a direct or indirect payment to a Public Official to expedite the performance of a routine government action. Routine government actions include clearing customs, processing visas, scheduling inspections, etc. Under the Bribery Act, making a Facilitation Payment is Bribery and, therefore, strictly prohibited by Futures Group, regardless of jurisdiction or circumstance.

**Corruption**, as a general matter, means the abuse or perversion of entrusted power, including the expectation of impartiality, for private or unlawful gain.

**Trafficking Victims Protection Act** means the Trafficking Victims Protection Act of 2000 (22 USC 7104)

For more information, see <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=276733322dc41667a69809cfbb54c977&rgn=div5&view=text&node=2:1.1.1.8.10&idno=2>

**Commercial Sex Act** means any sex act on account of which anything of value is given or received.

**Forced Labor** means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through use of force, fraud, coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

**Severe Forms of Trafficking in Persons** means:

- Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such an act has not attained the age of 18; or
- The recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude peonage, debt bondage, or slavery.

**Sex Trafficking** means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

**Coercion** means:

- Threats of serious harm to or physical restraint against any person;



- Any scheme, plan or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- The abuse or threatened abuse of law or the legal process.

## 4 POLICY

Futures Group is committed to operating worldwide in manner fully consistent with the highest standards of ethical conduct. We abide by the letter and spirit of all applicable laws and regulations. And we expect the same commitment to ethical conduct from those with whom we do business. To ensure a consistent and rigorous observance of the highest standard of conduct we expect from ourselves and our Business Partners, Futures Group requires all of its Business Partners to read, accept, sign and comply with this Code of Conduct as a condition of doing business with us.

### 4.1 INTEGRITY

For more than 40 years, Futures Group and its Employees, Representatives and Affiliates have together strived to build and protect a reputation for integrity, honesty and transparency. We will not take any action, associate with any entity or enter into any agreement which might jeopardize our reputation or compromise our standards. Accordingly, the Futures Group Business Partner Code of Conduct includes specific requirements and expectations concerning the integrity, transparency and accountability of our Business Partners.

#### 4.1.1 GENERAL INTEGRITY

Since the conduct of our Business Partners is a direct reflection on Futures Group, our clients and our stakeholders, we expect every Futures Group Business Partner to commit to the following:

- Observe and abide by all applicable laws and regulations, including international laws and relevant treaty obligations;
- Conduct business in a, truthful, honest, transparent and ethical manner;
- Treat employees and others with whom you do business, or otherwise interact, fairly and humanely;
- Respect cultural differences among clients, employees, suppliers, consultants and others with whom you do business or otherwise interact;
- Honor commitments and keep confidences;

### 5 4.1.2 PROCUREMENT INTEGRITY

Futures Group competes honestly and fairly on potential contracts, grants and other opportunities. We follow all applicable procurement laws and regulations. In a proposal process we provide accurate and truthful information, to the best of our knowledge, and do not misrepresent our approaches, capabilities, or pricing. This applies to all phases of the procurement cycle, including marketing, positioning, bidding, and negotiations. We ask that our Business Partners share our commitment to honesty and fairness when working with Futures Group on any business opportunity.

Futures Group must never receive preferential treatment or special privileges. We must never make use of information we are not authorized to have, including non-public documents or other proprietary data. Futures Group seeks to outperform our competition fairly and honestly. We seek competitive advantage through superior performance. Futures Group will not take unfair or improper advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of facts, or any other illegal or unethical trade practice. We will not attempt to influence public officials or other clients with payments, gifts, offers of employment or otherwise unlawful conduct. We ask the same of our Business Partners.

## 6 4.1.3 ANTICORRUPTION COMPLIANCE

Futures Group is committed to honesty, transparency and fairness. We have zero tolerance for bribery, including making of facilitation payments. We reject corruption in all of its forms. We comply with the spirit and letter of all applicable anticorruption laws and regulations. Futures Group has an aggressive anticorruption program that is consistent with the requirements of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Australian Criminal Code Act, and similar statutes. We expect the same commitment to anticorruption compliance from those with whom we do business. Specifically, Futures Group requires its Business Partners to commit to the following:

- Reject corruption in all of its forms, including Bribery, making a Facilitation Payment or any Prohibited Act;
- Understand and appreciate that Bribery is a crime under a host of anticorruption statutes, including the Bribery Act, the Criminal Code Act, the FCPA and similar statutes, and therefore, strictly prohibited, regardless of jurisdiction or circumstance;
- Never, directly or indirectly, commit or attempt to commit, any Prohibited Act, including Bribery or making a Facilitation Payment;
- Adopt a policy to prevent corruption in the conduct of business and enforce said policy;
- Ensure that no Public Official will benefit financially or any other unlawful way from your work relationship with or work for Futures Group (or any client);
- Never offer or provide unlawful gifts, courtesies or entertainment to a Public Official.
- Immediately inform Futures Group if you become aware of any information indicating that a Prohibited Act has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with your relationship with, or work for Futures Group.

## 7 4.1.4 SCIENTIFIC INTEGRITY

In performing its science-based and research-oriented work, Futures Group is committed to the highest standards of scientific integrity. These include ensuring that research and science-based work is grounded in documented approaches, is supported by validated data and information, and that results and conclusions are independent and unbiased. Futures Group expects its Business Partners to share our commitment to scientific integrity and ensure that there are no actual or perceived conflicts of interest that might bias work they are undertaking for Futures Group or otherwise call into question the validity or accuracy of our work. We require our Business Partners to promise not to falsify, fabricate, or misrepresent data or results, even if pressured to do so by internal or external colleagues or management officials. Due credit must be given for someone else's work. If Futures Group is involved in any research work involving human subjects, we must follow the highest standards, laws, rules and regulations applicable and take great care to interact with any human subjects with empathy and respect.

## 8 4.1.5 CONFLICTS OF INTEREST

Our core values as well as our reputation and brand require that Futures Group be, and be perceived as, free of conflicts of interest. A Conflict of Interest can occur in a number of ways. With respect to Business Partners, a conflict of interest occurs when a Business Partner's interests are inconsistent with (or are otherwise in opposition to) the interests of Futures Group, its clients or its stakeholders. It is essential for Business Partners to disclose to Futures Group any facts or circumstances that could cause an actual or perceived Conflict of Interest.

## 9 4.2 CHILD PROTECTION

Futures Group maintains a zero tolerance policy towards child abuse and we expect the same commitment to child protection from our Business Partners. Specifically, we expect our Business Partners to commit to and abide by the following:

- Treat children with respect regardless of race, color, gender, language, religion, political or other opinion, national, ethnic or social origin, property, birth or other status;
- Do not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
- Do not engage children in any form of sexual activity or acts where under the law(s) applicable to the child (including Part IIIA of the Australian Crimes Act 1914 (Cwlth) as amended), the child is below the age of consent or the act(s) are an offence under relevant laws (Note: paying for sexual services or acts is strictly prohibited);
- Whenever possible, ensure that another adult is present when working in the proximity of children;
- Do not invite unaccompanied children into your home or place of residence;
- Do not sleep close to unsupervised children;
- Use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass children or to access child pornography through any medium.
- Refrain from physical punishment or discipline of children (excluding your own children);
- Refrain from hiring children for domestic or other labour
- Comply with all applicable laws, rules and regulations concerning child protection, including labour laws in relation to child labour

When photographing or filming a child for work-related purposes, we expect our Business Partners to commit to and abide by the following:

- Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images
- Before photographing or filming a child, obtain consent from the child's parent or guardian. As part of this, you must explain how the photograph or film will be used.
- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner
- Ensure that children are adequately clothed and not in poses that could be seen as sexually suggestive
- Ensure images are honest representations of the context and the facts;
- Ensure file labels do not reveal identifying information about a child when sending images electronically.

Futures Group expects its Business Partners to understand and appreciate that the onus is on them to use common sense and good judgment to avoid actions and behaviours that could be construed as child abuse.

Business Partner are required to report concerns or allegations of child abuse, or other conduct inconsistent with this policy, to their Futures Group Point of Contact or via the Futures Group email (compliance@futuresgroup.com) or telephone (+1 800 966 6776) Whistleblower reporting mechanism.

## 10 4.3 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION ACT

### 11 Futures Group abides by the letter and spirit of the U.S. Trafficking Victims Protection Act and we expect our Business Partners to share this commitment. Specifically, we require our Business Partners to commit to the following:

- Never engage in severe forms of trafficking in person during the term of your relationship with Futures Group;
- Never procure a commercial sex act during the term of your relationship with Futures Group
- Never use forced labor in the performance of any work during the term of your relationship with Futures Group.

## 12 4.4 OFFICE OF FOREIGN ASSET CONTROL (OFAC) COMPLIANCE

Under certain U.S. laws and regulations, including Executive Orders, transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism, are strictly prohibited. Violations of regulations promulgated by OFAC can result in substantial fines and imprisonment. Futures Group requires its Business Partners to understand the requirements related to OFAC compliance and fully abide by them. A list of organizations subject to the OFAC regulations can be found at <http://treasury.gov/ofac>

### 4.5 ACCOUNTABILITY

The Futures Group Business Partner Code of Conduct is more than a collection of best practices, it is an important statement about our company and our partners. Just as we are accountable for our conduct as Futures Group Employees, Representatives and Affiliates, we hold our Business Partners accountable for their conduct. We expect our Business Partners to adhere to the spirit and letter of the Business Partner Code of Conduct. To ensure compliance with the Business Partner Code of Conduct, Futures Group asks its Business Partners to do the following:

- Provide this Code of Conduct to those colleagues of yours/members of your staff working on matters related to Futures Group and ask them to commit to abide by it.
- Ensure that questions about this Code of Conduct are addressed as soon as such questions are raised. Make sure staff members know how to seek guidance about complying with the Futures Group Business Partner Code of Conduct.
- Ensure that non-compliant conduct is reported to your Futures Group point of contact (e.g., Regional Director, Project Manager, Team Leader, etc.) or via the Futures Group Whistleblower reporting mechanism by email (compliance@futuresgroup.com) or telephone(+1 800 966 6776)

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as soon as practicable. Self-reporting non-compliance is encouraged and will be handled accordingly.

- Report any known or suspected unlawful or unethical conduct related to Futures Group

To reiterate, Futures Group requires its Business Partners to report violations of this Code of Conduct as well as any other unethical or unlawful conduct known to or suspected by the Business Partner. Futures Group will investigate any report of a violation of our Business Partner Code of Conduct or any unethical or unlawful conduct. Business Partners should first seek to report such concerns to their Futures Group point of contact, where appropriate. Alternatively, information about a violation of this Code or any other reportable conduct may be lodged via the Futures Group email ([compliance@futuresgroup.com](mailto:compliance@futuresgroup.com)) or telephone (+1 800 966 6776) Whistleblower reporting mechanism.

### 13 REVISION HISTORY

Version	Date	Summary of Changes
1	3 May 2012	Initial release of policy

## 14 ACKNOWLEDGMENT AND AGREEMENT TO COMPLY

I acknowledge that I have received, read and fully understand the Futures Group Business Partner Code of Conduct. By my signature below and on behalf of the company I am authorized to represent, I commit to abide by and fully comply with the Futures Group Business Partner Code of Conduct.

Signature: \_\_\_\_\_

Print Name:

Company:

Title:

Date:

**NOTE: Once signed, this Acknowledgment and Agreement to Comply should be returned to Futures Group. It will be retained with other documents related to the Business Partners contract or agreement with Futures Group.**

### Appendix F: Due Diligence Individual Form

#### HR RAC FORM 3b – DUE DILIGENCE INDIVIDUAL

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this form, please attach the complete answer on a separate sheet. To the event permitted by law, all information provided in this form will be held in confidence and not disclosed to any third parties without prior notice and approval.

##### Part 1 – Project Information

To be completed by Palladium Group Holdings Pty Ltd

Name of Project/Activity:	Health Sector Resiliency (HSR)
Country where activities will take place:	Afghanistan

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Description of the activities to be performed by the individual:	Click here to enter text.
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**Part 2 – Identifying Information**

To be completed by the individual

Full name:	Click here to enter text.		
Your address:	Click here to enter text.		
Identify card /Passport	Enter passport/identity card number		
Nationality:	Click here to enter text.	Date of birth:	Click here to enter a date.
Telephone:	Click here to enter text.	E-mail:	

**Part 3 – Government Relationship**

To be completed by the individual

Please state whether you are:	A current Public Official (as that term is defined in section 6 below)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	A close relative (i.e. mother, father, sister, brother, spouse or child) of a Public Official	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
For any person identified as a close relative above, please provide their name (surnames and given					

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name), title, relationship to you, and responsibilities for the government, agency, or government controlled enterprise or company. If additional space is needed, attach a separate sheet of paper.

Click here to enter text.

#### Part 4 – Prior Conduct

To be completed by the individual

Have you ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct?

Yes

No

If yes, please describe the circumstances below:

Click here to enter text.

#### Part 5 – Additional Disclosures

To be completed by the individual

Please provide any additional information below that would assist Palladium Group Holdings Pty Ltd in performing its anticorruption due diligence obligations. If more space is needed, attach a separate sheet.

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**Part 6 – Anticorruption Certification**

To be completed by the individual

I hereby certify that:

- (a) To the best of my knowledge, all information set forth in this response is truthful, correct and complete;
- (b) I have read the information at the websites noted below and I am familiar with the requirements of these anticorruption statutes:
  - the UK Bribery Act 2010 <http://www.justice.gov.uk/downloads/legislation/bribery-act-2010-guidance.pdf>;
  - Australian Criminal Code <http://www.oecd.org/daf/anti-bribery/anti-briberyconvention/2027148.pdf>;
  - U.S. Foreign Corrupt Practices Act <http://www.sec.gov/investor/alerts/fcpa.pdf>;
- (c) I have read the definition of Public Official below and declare that neither I, nor any of my immediate family members, are Public Officials, except as previously disclosed.
- (d) I have never paid, approved for payment or otherwise provided, directly or indirectly, anything of value to a Public Official for any improper, corrupt or illegal purpose, nor will I; and
- (e) I have never created a false invoice or otherwise manipulated documentation to disguise making a payment or otherwise providing anything of value to a Public Official for any purpose, nor will I.

NOTE: “Public Official” means any person, whether elected or appointed who holds an executive, legislative, administrative or judicial office or position in any public entity, including any international agency. In addition, “Public Official” includes any person who performs public functions in any branch of the national, state, local or municipal government of any country or territory or who exercises a public function, by employment or under contract, for any public entity, agency or enterprise of such country or territory, including state owned or controlled enterprises. The definition of “Public Official” also includes any official of a political party or any candidate for political office.

I hereby acknowledge that I have been informed by Palladium Group Holdings Pty Ltd that it may seek to obtain an investigative report that will include personal information regarding me, including but not limited to, educational and work history, work references, and criminal convictions or arrest records if allowed, in order to assist Palladium Group Holdings Pty Ltd in determining whether it can enter into an agreement with me. As a consideration thereof, I hereby consent to Palladium Group Holdings Pty Ltd conducting this investigation and obtaining such reports as may be provided to Palladium Group Holdings Pty Ltd by other firms subcontracted for the purpose.

Signature:	
Name:	
Date:	

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## Part 7 – Approvals

To be completed by Palladium Group Holdings Pty Ltd

Based on the criteria set out in the Company's Anti-Corruption Policy, do you believe that this could be a high risk agreement? <i>(If yes, submit to Regional Director or Global Director of Operations to obtain clearance.)</i>		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Submitted by:	.	Date:	.		
Reviewed by:	.	Date:	.		
Accepted by:	.	Date:	.		

**Please attach**

**RFQ# KBL-HSR-039****Terms and Conditions****1. Quote Conditions**

Quotes are subject to the Conditions outlined below. Potential suppliers must submit offers on the form provided with all details provided in English and with prices quoted in a single currency.

**2. Quote Lodgement**

FGGO will grant extensions to the Closing Time only in exceptional circumstances and, if granted, will apply equally to all potential suppliers. FGGO will not consider any quotes received after the Closing Time specified in the RFQ unless FGGO determines in its sole discretion that it has caused or contributed to the failure to lodge by the Closing Time.

The quote must be lodged as set out in "Proposal Submission" in the RFQ.

**3. Validity**

Quotes must remain open for acceptance for 90 calendar days from the Closing Time.

**4. Alterations**

FGGO may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

**5. Inconsistencies**

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) RFQ;
- (b) Terms of Reference;
- (c) these Quote Conditions;

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

**6. Amendments and Queries**

FGGO may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing a formal amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Officer identified in the RFQ.

**7. Clarification**

FGGO may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, FGGO will not allow any potential supplier to substantially tailor or amend their quote.

**8. Confidentiality of Potential Supplier Information**

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons.

Potential suppliers should note that FGGO will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that FGGO has the right to disclose the information contained in their quote.

**9. Alternatives**

Potential suppliers may submit quotes for alternative methods of addressing FGGO's requirement described in the RFO where the option to do so was stated in the RFQ or agreed in writing with FGGO prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

**10. Reference Material**

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote.

**11. Price Basis**

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The Contract Price must be inclusive of all taxes, duties (including any customs duties) and any government charges imposed or levied in the United States or overseas. The Contract Price, which must include any and all other charges and costs, will be the maximum price payable by the FGGO for the Goods and/or Services.

**12. Evaluation**

FGGO will evaluate quotes in accordance with the USAID Procurement Rules and this RFQ to determine the best value for money outcome for FGGO. FGGO will notify unsuccessful suppliers of the final decision following award of a contract and suppliers may request a debriefing following the award of a contract.

**13. Financial information**

If requested by FGGO, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by FGGO, the potential supplier must promptly provide FGGO with such information or documentation as FGGO reasonably requires in order to evaluate the potential supplier's financial stability.

**14. Referees**

FGGO reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

**15. Reporting Requirements**

Potential suppliers acknowledge that FGGO is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

Without limiting FGGO's right to disclose other information, for any contracts awarded, FGGO will publicly disclose the supplier's name, postal address and a range of details about the Contract, including contract value and the names of any subcontractors engaged in respect of the Contract.

Potential suppliers should also note the requirements of the *Freedom of Information Act 1982*.

**16. Unpaid Employee Entitlements**

Potential suppliers acknowledge that the FGGO will not contract with a potential supplier where it or a proposed subcontractor has a judicial decision against it (excluding decisions under appeal) relating to unpaid employee entitlements where the entitlements remain unpaid.

**17. Conflict of interest**

Potential suppliers must notify FGGO immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised).

**18. Collusion and Unlawful Inducements**

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFO process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former FGGO employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

**19. FGGO's Rights**

FGGO, at its discretion, may discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any

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other potential supplier; evaluate quotes as FGGO sees appropriate; and negotiate with any one or more potential suppliers.