RFQ No: TAF-ADMIN(GS)-FEBRAURY-2020-017
(Extended until March 17, 2020)
Request for Quotations
(Generator Spareparts & Maintenance Services)

Project: TAF Afghanistan
Operations Department – General Maintenance

Issue on: March 11, 2020
Closing on: March 16, 2020- 04:00 pm
Dear Sir / Madam:

We kindly request you to submit your quotation / cost proposal for the supply of Generator Spareparts and Regular and On-Call Emergency Maintenance Services to TAF-Afghanistan, as detailed in Annex-I of this RFQ. When preparing your response (quotation), please be guided by the form attached hereto as Annex-II.

Quotations (responses) may be submitted on or before 04:00 pm, March 17, 2020, no later than 04:00 pm Kabul time and via e-mail to the following e-mail address:

country.afghanistan.procurement@asiafoundation.org

_Do not forget to indicate RFQ No: TAF-ADMIN(GS)-FEB-2020-017 in the Subject line of your email_

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by the Foundation after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed, carrying the company seal/ stamp and in the _pdf format_, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the above-mentioned goods/ services:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Delivery Terms</strong></td>
<td>The Asia Foundation, Country Office, Kabul, Afghanistan</td>
</tr>
<tr>
<td><strong>Exact Address / es of Delivery Locations/s (Identify all if multiple)</strong></td>
<td>The Asia Foundation House # 861, Street # 1, Behind Ghaznafar Bank, Shirpour, Kabul, Afghanistan</td>
</tr>
<tr>
<td><strong>Distribution of shipping documents (if using freight forwarder)</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Latest Expected Delivery Date &amp; Time for assignment completion (if delivery time exceeds this, quote may be rejected by TAF-AG)</strong></td>
<td>15 days from the issuance of the Work Order/ Service Agreement</td>
</tr>
<tr>
<td><strong>Delivery Schedule</strong></td>
<td>Not Required under this RFQ. To determined at a later stage.</td>
</tr>
<tr>
<td><strong>Packing requirements</strong></td>
<td>Not Required under this RFQ</td>
</tr>
<tr>
<td><strong>Preferred Currency of Quotation</strong></td>
<td>USD, AFN</td>
</tr>
<tr>
<td><strong>Note</strong>: Bidders are required to quote in AFN only.</td>
<td></td>
</tr>
<tr>
<td><strong>Value Added Tax on Price Quotation</strong></td>
<td>Must be inclusive of VAT and other applicable indirect Taxes</td>
</tr>
<tr>
<td><strong>After Sales Service</strong></td>
<td>Required</td>
</tr>
<tr>
<td><strong>Deadline for the Submission of Quotations</strong></td>
<td>Tuesday March 17, 2020 – No later than 04:00 pm.</td>
</tr>
<tr>
<td><strong>All documents, including catalogues, samples, instructions etc. shall be in this language</strong></td>
<td>English</td>
</tr>
<tr>
<td><strong>Documents to be submitted</strong></td>
<td>Duly Accomplished Form as provided in Annex-II, and in accordance with the List of Requirements in Annex-I; Duly Accomplished Form with the company background information as provided in Annex -III Company Profile (brief description of / background of the company) Certificate of Business Registration List of major clients of your company Contact name &amp; No of two Business client References (Preferably International agencies.</td>
</tr>
<tr>
<td><strong>Period of Validity of Quotes Starting for Submission date</strong></td>
<td>90 days</td>
</tr>
<tr>
<td><strong>In exceptional circumstances, TAF-AG may request the vendor to extend the validity of the Quotation beyond what has been indicated in the RFQ.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Partial Quotes</strong></td>
<td>Not Permitted</td>
</tr>
<tr>
<td><strong>Payment terms</strong></td>
<td>100% upon completion of Task</td>
</tr>
<tr>
<td><strong>Liquidated Damages</strong></td>
<td>3% of the contract amount for every five days of delay up to a maximum of 10 days, thereafter the contact/ work order may terminated.</td>
</tr>
</tbody>
</table>
 Evaluation Criteria

- Technical responsiveness / full compliance to specifications and requirements
- Competent Pricing / Lowest price and Time lines for completion of job work.
- Full acceptance of the PO / Contract General Terms & Conditions
- Non-acceptance of the terms of the GTC shall be grounds for disqualification from this procurement.

TAF-AG will award to

- One Supplier (single service provider)

Type of Contract to be signed

- Work Order / Service Agreement

Special conditions of the contract

- Cancellation of PO/Contract if the delivery / completion of work is delayed by 10 days.

Condition for Release of Payment

- Written acceptance of Goods based on full compliance with RFQ Requirements.

Annexes to this RFQ

- Technical Specifications of the Service required – Annex-I
- Form for Submission of Quotation – Annex -II
- Offer to comply with other Conditions and Related Requirements Form (Table 1).
- Company Background Information Form (Annex -III)
- General Terms & Conditions / Special Conditions (Annex -IV)
- List of Part # for spare parts (Annex V)

Contact Person for Inquiries

(Written inquiries only)

[country.afghanistan.procurement@asiafoundation.org]

Note: All company authorized Generator dealers / supperiers and maintenance service providers are encouraged to apply to this Call for Bids. Interested Logistic companies that have proven working experience in similar services are also encouraged to apply to this advertisement.

Proof of prior or current similar service / work experience with International agencies is required.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of TAF-AG requirements. The quotation that complies with all the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by TAF-AG. The unit price shall prevail, and the total price shall be corrected. If the supplier does not accept the final price based on TAF-AG’s re-computation and correction of errors, its quotation will be rejected. After TAF-AG has identified the lowest price offer, TAF-AG reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than TAF-AG’s own estimated cost if sourced from its own freight forwarder.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by TAF-AG after it has received the quotation. At the time of award of Contract or Purchase Order, TAF-AG reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum ten per cent (10%) of the total offer, without any change in the unit price or other terms and conditions.

Any Work Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions (GTC) of TAF-AG herein attached as Annex 3.

TAF-AG is not bound to accept any quotation, nor award a contract/Work Order, nor be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
TAF-AG encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to TAF-AG if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. TAF-AG implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against TAF-AG, as well as third parties involved in TAF-AG activities. TAF-AG expects its suppliers to adhere to the Foundation’ Code of Business Ethics and Conflict of Interest Policy found as Annex -V & VI in this RFQ.

Thank you and we look forward to receiving your quotation.

Sincerely yours,

S/d
Director Procurement-TAF/AG

country.afghanistan.procurement@asiafoundation.org

March 11, 2020
Introduction:

The Asia Foundation (TAF)

The Asia Foundation is a non-profit, non-governmental organization committed to the Development of a peaceful, prosperous, just, and open Asia-Pacific region. Drawing on 60 years of experience, the Foundation supports Asian initiatives to improve governance, law, and civil society; women's empowerment; economic reform and development; sustainable development; Environment and international relations. With a network of 18 offices throughout Asia, an Office in Washington, D.C., and its headquarters in San Francisco, the Foundation addresses these Issues on both a country and regional level. In Afghanistan, the Foundation supports four main priority program areas: governance and law, women's empowerment, education, and survey and Knowledge development. In addition, the Office works in three exploratory areas: regional Cooperation, economic growth and development and development, and conflict management and Peacebuilding. (www.asiafoundation.org)
Background:
The Foundation Country Office is located on the first substreet of Shirpour project and occupies three facilities to accommodate the various programs that are under the umbrella of the Country program. These facilities not only provide a free and comfortable work space environment to the various program staff. All these facilities are supported by four Generators to propel the daily running of the office and need to be maintained on a regular basis and kept in good condition.

<table>
<thead>
<tr>
<th>Item</th>
<th>400 KVA Perkins’ Emergency Parts</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price</th>
<th>275 KVA Perkins’ Emergency Parts</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Oil cooler</td>
<td>unit</td>
<td>1</td>
<td></td>
<td>Oil cooler</td>
<td>unit</td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
<td>Fuel Injector</td>
<td>unit</td>
<td>6</td>
<td></td>
<td>Fuel Injector</td>
<td>unit</td>
<td>6</td>
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<tr>
<td>4</td>
<td>Starter Motor</td>
<td>unit</td>
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<td>Starter Motor</td>
<td>unit</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Starter Motor Solenoid</td>
<td>unit</td>
<td>1</td>
<td></td>
<td>Starter Motor Solenoid</td>
<td>unit</td>
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<td></td>
</tr>
<tr>
<td>6</td>
<td>Belt Tensioner</td>
<td>unit</td>
<td>1</td>
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<td>Belt Tensioner</td>
<td>unit</td>
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<tr>
<td>7</td>
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<td>unit</td>
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<td>Water pump</td>
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<td>8</td>
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<td>Trubo Charger</td>
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<tr>
<td>9</td>
<td>Fan</td>
<td>unit</td>
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<td>Fan</td>
<td>unit</td>
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<td></td>
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</table>

Part -A ( Provision for Supply of Genuine Spare parts )

<table>
<thead>
<tr>
<th>Item</th>
<th>400 KVA Perkins’ Emergency Parts</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price</th>
<th>275 KVA Perkins’ Emergency Parts</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price</th>
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<td>AC/DC Battery Charger</td>
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<td>22</td>
<td>Alternator charger</td>
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<td>Alternator charger</td>
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<tr>
<td>23</td>
<td>Main Alternator Breaking</td>
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<tr>
<td>24</td>
<td>AC Diode</td>
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<tr>
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<tr>
<td>26</td>
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<td>33</td>
<td>Mechanical Fuel Pump</td>
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<td>Mechanical Fuel Pump</td>
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<td>34</td>
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<tr>
<td>35</td>
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<td>36</td>
<td>Oil Cooler Gasket &amp; seal</td>
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<td>Oil Cooler Gasket &amp; seal</td>
<td>unit</td>
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</tr>
</tbody>
</table>
37 Fan Hub  unit  1  Fan Hub  unit  1

Refer to List of Part # in Annex -V

<table>
<thead>
<tr>
<th>Item</th>
<th>400 KVA Perkins’ Emergency Parts</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price</th>
<th>400 KVA Perkins’ Emergency Parts</th>
<th>UOM</th>
<th>QTY</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fuel Injector</td>
<td>unit</td>
<td>6</td>
<td>AFN</td>
<td>Fuel Injector</td>
<td>unit</td>
<td>6</td>
<td>AFN</td>
</tr>
<tr>
<td>2</td>
<td>Starter Motor</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
<td>Starter Motor</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
</tr>
<tr>
<td>3</td>
<td>Belt Tensioner</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
<td>Belt Tensioner</td>
<td>unit</td>
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<td>AFN</td>
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<tr>
<td>4</td>
<td>Water pump</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
<td>Water pump</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
</tr>
<tr>
<td>5</td>
<td>Alternator charger</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
<td>Alternator charger</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
</tr>
<tr>
<td>6</td>
<td>Fan Hub</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
<td>Fan Hub</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
</tr>
<tr>
<td>7</td>
<td>Radiator (major repairing)</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
<td>Radiator (major repairing)</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
</tr>
<tr>
<td>8</td>
<td>Radiator (minor repairing)</td>
<td>unit</td>
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<td>AFN</td>
<td>Radiator (minor repairing)</td>
<td>unit</td>
<td>1</td>
<td>AFN</td>
</tr>
</tbody>
</table>

Part -B (Provision for repairation of exisiting mechanical parts)
Minimum guarantee period (after repairation of exisiting mechanical part) and replace at no additional cost
Tick against one of the following in the box provided below:

- Upto three(3) months
- Upto Six (6) months

Part C (Provision for Regular mechanical maintenance Services and On-Call Trouble shooting)

Under this RFQ the Foundation expects the Interested bidder / service provider to make for / provide a costing for the Regular or routine scheduled service of all the Generator machines located / installed in the Foundation premises. Theses services or works are expected to be on a comprehensive basis which would include but not be limited to the following tasks-

- a) Change of Primary Fuel filters (after 200 RHs)
- b) Change of secondary Fuel filters (after 200 RHs)
- c) Change of Old filters (after 200RHs)
- d) Change of Engine Oil 15W40 (after 200 HRs)
- e) Change of Fuel water separator (after 400 HRs)
- f) change of Air filters (after 400 RHs)
- g) Change of fan belt (after 1000 RHs)
- h) Complete cleaning of the Entire Machine –(removal of all dust and over spils)

A. Proposed service cost (labor cost) for tasks performed under Part B & C -AFN: ____________
B. Proposed Service cost (Emergency On-Call trouble shooting) - AFN: ________________

3 Emergency on Call serveres refers to a service being provided on a day off – ie Government or public holidays and Weekends -Firdays.
<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Announcement of RFQ (Extended)</td>
<td>March 11, 2020</td>
</tr>
<tr>
<td>Closing date for RFQ</td>
<td>March 17, 2020 - 04:00 pm Kabul time</td>
</tr>
<tr>
<td>Opening &amp; Evaluation of all submitted bids</td>
<td>March 18, 2020</td>
</tr>
<tr>
<td>Announcing the winning agency</td>
<td>March 19, 2020</td>
</tr>
<tr>
<td>Discussing the Work plan, schedules and terms of Reference to the Service/ Work Contract with Selected Agency</td>
<td>March 23, 2020</td>
</tr>
<tr>
<td>Signing off on the Agreed Service /Work contract</td>
<td>March 23, 2020</td>
</tr>
</tbody>
</table>
FORM FOR SUBMITTING SUPPLIER / SERVICE PROVIDER QUOTATION
(This form must be submitted only using the Supplier’s / Service Provider’s Letterhead /stationary)

We, the undersigned, hereby accept in full the TAF-AG General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of TAF-AG as per RFQ Reference No. TAF-SURVEY- OCT-2018-025

Table 1: Offer to provide services Compliant with the Technical Specifications and Requirements

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description / Specification of Services / Goods</th>
<th>Quantity</th>
<th>400 KVA Perkins</th>
<th>275 KVA Perkins</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Part-A Supply of Genuine Sparepart</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Part-B Provision of Reparation of Existing Machine Parts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Part-C Provision of Regular Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>On Call Trouble Shooting</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Add: Other Cost (pls. Specify)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>400 KVA Perkins</th>
<th>275 KVA Perkins</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 3: Offer to comply with other Conditions and Related requirements:

<table>
<thead>
<tr>
<th>Other Information pertaining to our Quotation as as follows:</th>
<th>Your Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deleively lead time</td>
<td>Yes, we will Comply</td>
</tr>
<tr>
<td>Agrees to Time Frame &amp; Work Plan</td>
<td></td>
</tr>
<tr>
<td>Agrees to respond to emergency calls on weekends &amp; public holidays</td>
<td></td>
</tr>
<tr>
<td>Validity of Quotation</td>
<td></td>
</tr>
<tr>
<td>All Provisions of TAF-AG General Terms &amp; Conditions</td>
<td></td>
</tr>
<tr>
<td>Other requirements [Pls. specify]</td>
<td></td>
</tr>
<tr>
<td>Samples to provided prior to printing</td>
<td></td>
</tr>
</tbody>
</table>

All other information that we have not provided automatically implies that our full compliance with the requirements, terms and conditions of the RFQ.

Name of Supplier/ Service Provider: ___________________________ (Authorized person only)

Signature of Supplier/ Service Provider: ______________________ (Authorized person only)

Designation: ___________________________

Date: ____________________

3This serves as a guide to the Supplier/ service provider in preparing the quotation and price schedule.

4Official letterhead/ stationary must indicate contact details -address, email. Phone numbers and fax numbers (if any) -for verification purposes.

Annex-III
# COMPANY BACKGROUND INFORMATION

Each Legal entity submitting quotations shall complete the following form:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Legal Entity (Offeror):</td>
</tr>
<tr>
<td>2.</td>
<td>Name of Business (Company name):</td>
</tr>
<tr>
<td>3.</td>
<td>Legal Address:</td>
</tr>
</tbody>
</table>
| 4. | Telephone No:  
a) Landline -  ( with Country Code)  
b) Mobile - |
| 5. | E-mail Address: |
| 6. | Country of Registration: Year of Registration: |
| 7. | Registration Certificate Issued by:  
(Name of Institution) |
| 8. | Name & Designation of the Head of the Company: |
| 9. | Company’s Contact Details:  
Address:  
Phone #:  
Phone #:  
Phone #:  
Email Id: |

........................................................................................................

Signature  
[In the capacity of]

Duly authorized to sign the Company Background Information for and on behalf of .................................................................

[Company Name]

The Asia Foundation

Annex-IV
GENERAL TERMS & CONDITIONS

The following terms are used in the General Terms & Conditions (GTCs) as defined below:

- Agreement (sub-agreement): The funding agreement between The Asia Foundation (the Foundation) and the Grantee to which these GTCs are attached.
- Foundation: The Asia Foundation or TAF
- Funder: The Asia Foundation’s funder and ultimate source of the money being provided to the Grantee.
- Grantee or recipient: the organization receiving the subgrant from The Asia Foundation.
- Grantee subrecipient: an entity receiving funds from the grantee to carry out part of its program activities

The Grantee must include these GTCs when issuing subawards under this Agreement.

MANDATORY TERMS

M1. Title to & Use of Property

a) Title to all property financed under this grant vests in the Grantee upon acquisition unless otherwise specified in the Agreement.

b) Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by the Foundation:

(1) Equipment means tangible nonexpendable personal property having a useful life of more than one year, and an acquisition cost of $5,000 or more per unit. However, consistent with the Grantee’s own policy or donor’s requirements, lower limits may be established.

(2) Supplies means tangible personal property excluding equipment.

(3) Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.

(4) Intangible Property includes, but is not limited to trademarks, copyrights, patents, patent applications and other similar items.

c) The Recipient will own any intellectual property created through this Agreement but grants TAF and its funder an irrevocable, non-exclusive, world-wide, royalty-free license to use the material for any purpose including reproduction and sale of the materials and products incorporating the same.

d) With respect to equipment, the Grantee agrees to report such items to the Foundation as they are acquired and to maintain a control system which will permit their ready identification and location.

e) The Grantee agrees to use and maintain all property for the purposes of the Agreement according to the following procedures:

(1) The Grantee must use the Property for the program for which it was acquired during the period of this award and must not provide any third party a legal or financial interest in the property (e.g. through a mortgage, lien, or lease) without approval of the Foundation.

(2) When the property is no longer needed for the original program for which it was acquired, the Grantee must not use the equipment for other activities unless with prior approval from the Foundation.

f) The Grantee must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. The Grantee’s management standards for equipment must include the following:

(1) Records must include accurately description of the Property, including serial number, model number or other identification number, acquisition date and cost, location and condition, and ultimate disposition data,
including date of disposal and sales price or the method used to determine current fair market value if the 
Grantee compensated the Foundation for the equipment.

(2) A physical inventory of equipment must be taken least once every two years (or as required by agreement 
from funder) to verify the current use and condition of the equipment.

(3) A control system must be in place to ensure adequate safeguards to prevent loss, damage, or theft of the 
equipment. The Grantee must, at a minimum, provide the same insurance coverage that it provides for 
equipment purchased with its own funds. The Grantee may be liable where insurance is not enough to cover 
losses or damage. Any loss, damage, or theft must be investigated and fully documented, and the Grantee 
must promptly notify the Foundation.

g) Where the Grantee is authorized or required to sell the equipment, proper sales procedures must be established. 
Procedures must be competitive and should result in the highest possible selling price.

h) When replacing the equipment, the Grantee may use the equipment being replaced as trade-in, or, with the 
approval of the Foundation, the Grantee may sell the equipment and use the proceeds to offset the costs of the 
replacement equipment.

i) Within 30 calendar days before the end of the Agreement, the Grantee will provide a list to the Foundation of all 
equipment acquired under this grant with a detailed proposal on how it intends to dispose the equipment. If the 
Foundation does not respond within 60 calendar days, the proposal is deemed approved and the Grantee may 
dispose the equipment. However, if the Grantee sells or leases the equipment, the Foundation must be 
reimbursed for its proportionate share on the equipment. If the Foundation paid 100% of the equipment’s costs, 
the Foundation would receive 100% of the selling cost less a nominal selling fee of US$100 or 10%, whichever is 
less.

M2. Notification

a. The Grantee will immediately notify TAF of any delay, obstruction or any event which interferes with 
or threatens to interfere with this Agreement.

b. Any notices given by the Foundation or by the Grantee must be given in writing and either delivered in person 
or mailed to the Foundation or to the Grantee address used in the Agreement document.

M3. Award Termination & Suspension

a) Either party could initiate termination in whole or in part at any time by giving proper notice to another party.

b) If Grantee should persistently or repeatedly refuse or should fail, except in cases for which extension of time is 
provided, to supply enough properly skilled workmen or proper materials, or if Grantee should fail to make 
prompt payment to for material or labor, or otherwise is guilty of a violation on any provision of this Agreement, 
than TAF, without prejudice to any of the other rights or remedies expressly provided by law, may cancel this 
Agreement, or any part hereof, by written notice to Grantee and shall have the right thereafter to take possession 
of all materials, equipment and the like, the cost of which has been reimbursed by TAF to Grantee, in such cases 
of termination, TAF shall be relieved of all further obligations hereunder. In the event, TAF incurs any additional 
costs as a result of the default by Grantee, TAF shall have the right to hold Grantee accountable for any such 
additional costs or damages incurred by TAF.

c) If either party shall be adjudged bankrupt, or become insolvent or file for voluntary bankruptcy or be subjected to 
involuntary bankruptcy proceedings, or enter receivership proceedings, or make an assignment for the benefit 
of creditors, then the other party, without prejudice to any of the other rights or remedies expressly provided by 
law, may cancel this Agreement, or any part hereof, by written notice to the bankrupt party and shall have the 
right there to retain possession of all materials, equipment and the like, the cost of which has not been 
reimbursed by the bankrupt party to the other party. In such cases of termination, the other party shall be 
relieved of all further obligations hereunder.
d) TAF reserves the right, at any time, in its own best interest or at the direction of any client, DONOR or ultimate customer, and without liability may, upon written notice to Grantee, terminate this Agreement in whole or in part, at any time, whether or not a Grantee is in default of any of its obligations hereunder. Upon such termination, Grantee agrees to waive any claim for damages, including loss of anticipated profits on account hereof. However, TAF agrees that Grantee shall be paid an amount which when added to all installments previously paid will equal the sum of all costs properly incurred up to the date of cancellation, and any reasonable cost incurred as a result of such termination as agreed to between TAF and Grantee. In no event shall such payments be greater than the original Agreement price or authorized funding, whichever is less.

e) If the termination is based on non-compliance, that termination decision may be considered in the grantee selection for future awards.

M4. Preventing Terrorist Financing & Other Illegal Activities

a. The recipient must not engage in transactions with, or provide resources or support, directly or indirectly, to individuals and organizations associated with terrorism including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: [http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx](http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)) or the United Nations Security designation list (online at: [https://www.un.org/securitycouncil/content/un-sc-consolidated-list](https://www.un.org/securitycouncil/content/un-sc-consolidated-list) or other similar lists provided by the donor.

b. The Grantee certifies that it does not engage in or support other illegal activities, including drug trafficking.

c. This provision must be included in all subawards and contracts issued under this grant.

M5. Marking and Public Communications

a) The Grantee agrees to cooperate with the Foundation in the application of any trademarks and other brand markings required by the Foundation and the Funder.

b) The Foundation and the Funder must be prominently acknowledged in all publications, videos, or other information/media products funded through the Agreement, and the product must state that the views expressed by the author(s) do not necessarily reflect those of the Foundation or the Funder. The content and the placement of all acknowledgements must be coordinated with and approved by the Foundation in advance.

c) The Grantee must implement the requirements of this provision following the attached Branding Strategy and Marking Plan (if any).

M6. Non-Liability

Neither the Foundation nor the Funder assumes any liability for any claims for damages arising from the Agreement.

M7. Disputes and Appeals

a) Any dispute under the Agreement will be decided by the Foundation Program Officer; the Program Officer will give the Grantee a written copy of the decision. Decisions of the Program Officer will be final unless the Grantee appeals the decision to the Foundation’s Representative within 30 days. The appeal must be in writing and a copy must be sent to the Program Officer at the same time. To facilitate review by the Representative, the Grantee will be given an opportunity to submit written evidence in support of the appeal, but no hearing will be held. The decision of the Representative will be final.

b) Notwithstanding any other term of this award, the Grantee has no right to submit claims against the Foundation and the Foundation assumes no liability for any third-party claims against the Grantee.

M8. Nondiscrimination

The Grantee commits that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any
program or activity funded by this award including in their workplaces. The Grantee warrants that it agrees to abide with any governing law protecting individuals against any manner of discrimination regardless of work location.

**M9. Disability Policy - Assistance**

The Grantee agrees not to discriminate against people with physical or mental disabilities in the implementation of this project; and further agrees, to the extent practical and consistent with purposes of the Agreement, to include them as direct or indirect beneficiaries of the project.

**M10. Child Safeguarding**

a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award whom may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within TAF-funded programs. The organization agrees to abide by the following child safeguarding core principles:

1. Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
2. Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
3. Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
4. Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
5. Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
6. Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

b) The organization must also include in their code of conduct for all personnel implementing TAF-funded activities the child safeguarding principles in this section.

c) The recipient must insert the above provisions in its sub-awards under this grant.

**M11. Trafficking in Persons**

a) The recipient or its employees, labor recruiters, brokers or other agents, shall not:
   1. Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
   2. Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
   3. Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
   4. Charge employee’s recruitment fees;
(5) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment, where employees are recruited from another country;

(6) Provide or arrange housing that fails to meet the host country housing and safety standards;

(7) If required by law, fail to provide an employment contract, recruitment agreement, or other required work document in writing.

b) In the event of a violation of the above provision, the Foundation is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions as appropriate.

c) This provision must be inserted in all subawards under this agreement.

M12. Mandatory Disclosures
The grantee must disclose in writing, in a timely manner, to the Foundation all violations of applicable laws involving fraud, bribery, harassment or gratuity violations potentially affecting the award. Failure to make required disclosures may result in any of the remedies afforded by the law including possible suspension or termination of this award. The grantee must include this requirement in all subawards under this award.

M13. Conflict of Interest and Employee Conduct
a) The grantee must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest.

A personal conflict of interest is a situation in which an officer, employee, or agent of the grantee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award.

b) The written policy must state that an employee, officer, or agent of the grantee, or any member of an employee’s immediate family cannot receive a subaward or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient’s written policies and procedures for mitigating the conflict.

c) The policy must further state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from existing or prospective vendors or subrecipients.

d) The grantee, its employees, and consultants are private individuals, are not employees of The Asia Foundation and/or its Funder and must not represent themselves as such.

e) The substance of this provision, including this paragraph g., must be included in all subawards.

M14. Anti-Fraud, Corruption and Bribery
a) The Recipient must not and must ensure that its employees, officers, agents or representatives do not engage in any Fraudulent Activity. The Recipient is responsible for preventing and detecting Fraud.

"Fraudulent Activity" "Fraud" or "Fraudulent" means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected or detected fraud.

b) The Recipient is committed to preventing and detecting corruption and bribery.

c) The Recipient, through its employees, officers, agents, or representatives will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement or provision of funds in relation to its operations.

M15. Cyber Security
Cyber security is the protection or systems, networks and data to prevent cybercrime. The Grantee is responsible for managing cyber security risk under its own policies and procedures.

**M16. Confidentiality**
The Parties agree not to disclose each other’s confidential information without prior written consent unless required or authorized by law or Parliament. This clause shall survive expiration or termination of this Agreement.

**M 17. AFGHANISTAN GOVERNMENT INCOME TAX OBLIGATION (NOT APPLICABLE FOR SERVICE PROVIDERS OUTSIDE AFGHANISTAN)**
According to the new Afghanistan Government’s Income Tax obligation, all institutions, for-profit or not-for-profit organizations, are subject to a tax of 2% if the organization has already been registered and holds a certificate/license from Afghanistan agencies. If the organization is not registered with the Afghan government agencies, or the services provided are not listed on the organization’s certificate / license, the organization shall be subject to a tax of 7%

*(Refer to Tax withholdings on the website of the Ministry of Finance Afghanistan, [www.mof.gov.af/?p=Article%2072](http://www.mof.gov.af/?p=Article%2072)).*
THE ASIA FOUNDATION  
CODE OF BUSINESS ETHICS AND CONDUCT

Introduction

The Asia Foundation is committed to transparency, honesty and integrity in all of its work and efforts in support of its mission and on behalf of its donors and supporters worldwide. The Foundation is committed to complying with all laws and regulations applicable in the United States and in the countries in which it operates; and to promoting ethical behavior in its work and in that of its partners and sub-recipients. Foundation employees are expected at all times to act in good faith, with honesty and integrity, and in furtherance of the organization’s mission, goals and purposes. These commitments are made to strengthen The Asia Foundation as a mission-driven organization and to preserve its ability to deliver high-quality programs conducted according to the highest ethical standards.

This Code of Business Ethics and Conduct sets forth the standards for ethical behavior, legal compliance, and business and professional conduct for Foundation employees, Trustees, consultants and sub-recipients. Every employee has the right to work in a safe and ethical environment. With this right comes the responsibility to act in accordance with the Foundation’s core values and this Code. Adherence to these values and principles, enacted through the Foundation’s policies and procedures, is critical to the Foundation’s success.

Compliance

Trustees and employees have a responsibility to understand and comply with this Code of Business Ethics and Conduct, and employees must certify in writing annually that they have received, read, understand and will comply with this Code.

In addition, as recommended or required by government regulators, funders or other authorities, the Foundation may provide this Code to certain outside parties and require a written commitment to comply, as appropriate. These parties could include consultants, partners, sub-recipients, vendors and other external parties as determined from time to time by the Foundation.

A violation of the Code may result in disciplinary action up to and including termination. Employees’ questions about compliance with this Code should be referred to their supervisor, Field Office Human Resources officer, the Executive Vice President, the Chief Human Resources Officer.

General Principles

1. The Board of Trustees, employees, consultants and sub-recipients are expected to act with honesty and integrity in fulfilling all duties and responsibilities, including in engagement with the Foundation’s donors, fellow board members, fellow employees, program partners, the public, the business community, clients, suppliers, other organizations and government authorities. No individual or entity acting on behalf of the Foundation may take unfair advantage through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or other unfair business practices.

2. Trustees, employees, consultants and sub-recipients are expected to comply with all laws, regulations, and other official directives governing personal and Foundation activities in the U.S. and all countries in which the Foundation operates. It is important to avoid any actions that might create the appearance of violating laws or any standards of ethics or conduct covered by this Code. Employees who have questions, are aware of illegal acts or encounter a conflict between the laws of the U.S. and another country that relate to the Foundation should consult with their supervisor, the Country Representative, the Executive Vice President, the Director of Internal Audit, the Chief Human Resources Officer, or the Chief Financial Officer. Please refer to the Whistleblower policy for additional guidance.

3. Trustees and employees refrain from decisions involving employment or any other business of the Foundation that may present or appear to present a conflict of interest. In addition, the Foundation attempts to prevent and detect conflicts of interest involving its partners, consultants, sub-recipients and vendors. Each employee
and board member has a duty of loyalty to the Foundation and must, at all times, place loyalty to the organization and its mission above personal gain. Trustees and employees avoid any action or omission that might harm the Foundation’s reputation.

4. Trustees, employees, consultants, and sub-recipients are expected to conduct themselves in a professional, respectful and culturally appropriate manner at all times and in all situations in which they are representing the Foundation in any way.

5. Foundation employees and board members treat others with respect and dignity, consistent with Foundation policies on nondiscrimination and sexual harassment. Foundation policy prohibits unlawful discrimination against employees, Trustees, consultants, sub-recipients and other external parties on account of race, color, age, gender, sexual orientation, religion or national origin.

6. Trustees and employees do not use Foundation property or resources for personal gain.

7. Trustees, employees and other party’s privy to this Code report any known or suspected illegal, unethical, or wasteful activity and violations of this Code of which they become aware in accordance with the Foundation’s Whistleblower Policy. Recipients of reports of wrong-doing follow established procedures and protocols to determine whether a situation or condition requires investigation and, ultimately, a formal report to the donor. In the case of U.S. government funding, reporting to law enforcement officials and/or the affected government agency may be required.
THE ASIA FOUNDATION  
CONFLICTS OF INTEREST POLICY

Purpose
This Policy establishes guidelines and procedures regarding timely and proper disclosure of possible conflicts of interests which an employee, Trustee or other party doing business with the Foundation may have in connection with job duties, responsibilities and/or Foundation business. This disclosure is necessary so that management or the Board may review and approve each potential conflict, as necessary, to protect the best interests of the Foundation.

Because of its charitable and public mission, the Foundation has a special obligation to uphold the public trust. Each employee and Trustee of the Foundation, therefore, is required to act in the best interest of the Foundation, to avoid the appearance of a conflict between his or her personal interest and the interests of the Foundation and to ensure that he or she does not benefit personally from his or her position as an employee or Trustee. In addition, Foundation employees and Trustees are required to report potential conflicts of interest to the Foundation.

A conflict of interest is defined as a situation in which a person, such as an employee, Trustee, a public official, or a professional, has a private or personal interest that influences or could appear to influence the objective exercise of his or her official duties. (Examples include: employee’s family members working for or serving on the board of partner organizations or sub-recipients; employees or family members holding an ownership interest in the Foundation’s vendors; misuse of confidential information to benefit the employee or employee’s family member.)

Policy

1. Conflicts of interest must be reviewed and approved as provided below. Not all conflicts of interest require termination of the relationship. Some conflicts may be resolved through full disclosure, thoughtful review, and a mitigation plan as agreed with Foundation management.

2. The Foundation expects and requires employees and Trustees to be honest and ethical in their handling of actual or apparent conflicts of interest between personal and business relationships. If a Trustee or an employee, spouse, domestic partner or any other member of a Trustee’s or employee’s immediate family has or is considering a financial or organizational interest in a Foundation competitor, contractor, consulting firm, customer, vendor, donor or funding recipient, the Trustee or employee should promptly disclose this interest to the Executive Vice President who serves as the Foundation’s Ethics Officer. Financial or organizational interest would include serving as an employee, consultant, business partner, investor, borrower, lender, beneficiary, or paid or unpaid board member or trustee of any of the above-mentioned organizations. If the Foundation determines that the interest disclosed presents an actual or potential conflict with the interests of the Foundation, the Trustee or employee will be directed to take appropriate steps to avert or resolve such conflict.

Conflicts of interest occur if the Trustee or employee, or any other person having a close personal relationship1 with the Trustee or employee:

a. obtains a significant financial or other beneficial interest in one of the Foundation’s suppliers, customers, partners or competitors without first notifying the Foundation and obtaining written approval from the Ethic Officer or his or her designee;

b. engages in a significant personal business transaction involving the Foundation for profit or gain, unless such transaction has first been approved in writing by the Executive Vice President or his or her designee;

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1 Close personal relationships refer to the Trustee's or Employee's spouse or domestic partner, parents, children, siblings, mothers- and fathers-in-law, sons- and daughters-in-law, brothers- and sisters-in-law, aunt, uncle, any person living in the same home with the Trustee or Employee or any business associate of the Trustee or Employee.
c. accepts money, gifts of other than nominal value, excessive hospitality, loans, guarantees of obligations or other special treatment from any supplier, customer or partner or competitor of the Foundation (loans from lending institutions at prevailing interest rates are excluded);

d. participates in any sale, loan or gift of Foundation property without obtaining written approval from the Executive Vice President or his or her designee;

e. learns of a business opportunity through association with the Foundation and discloses it to a third party or invests in or takes the opportunity personally without first offering it to the Foundation;

f. uses corporate property, information, or position for personal gain; or

g. competes with the Foundation.

4 If a Trustee, the President or Executive Vice President of the Foundation has a possible conflict of interest, the situation should be promptly and fully disclosed to the Audit Committee Chair via the Conflict of Interest Policy Acknowledgment and Disclosure Form. If any other employee has a possible conflict of interest, the situation should be promptly and fully disclosed to the Executive Vice President via the Conflict of Interest Policy Acknowledgment and Disclosure Form. A copy of the disclosure form should be sent to the employee’s supervisor simultaneously. The Executive Vice President or his/her designee will follow up with the employee and his/her supervisor as required by this policy.

5 The Foundation shall have on file a disclosure statement from each employee and Trustee. The disclosure of a financial or other beneficial interest does not mean that the Foundation will deem it significant or substantial enough to be prohibited. Each case will be decided on an individual basis.

6 After review, the Executive Vice President will forward all disclosure statements to the Chief Human Resources Officer for retention in the employee’s personnel file. The Chief Human Resources Officer will ensure that all employees submit a completed disclosure statement upon hire and at least annually thereafter. The Chief Human Resources Officer also will be responsible for notifying the Executive Vice President that such statements are on file. It is the Executive Vice President’s responsibility to notify the President and Audit Committee Chair of significant and sensitive disclosures and exceptions.

7 Violations of the Conflicts of Interest Policy may result in disciplinary action up to and including termination of services.
Details of Part Numbers –
Bidders are requested to quote for genuine parts keeping in mind the below mentioned company part numbers.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>400 KVa Generator - Lubricants &amp; Filters</th>
<th>Part Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15W4- CAT Oil 20L Pail</td>
<td>Winter Season</td>
</tr>
<tr>
<td>2</td>
<td>20W50 CAT Oil 20” Pail</td>
<td>Summer Season</td>
</tr>
<tr>
<td>3</td>
<td>Fuel Filter</td>
<td>10000-59652</td>
</tr>
<tr>
<td>4</td>
<td>Pre Fule Filter</td>
<td>1000059653</td>
</tr>
<tr>
<td>5</td>
<td>Oil Filter</td>
<td>10000-59645</td>
</tr>
<tr>
<td>6</td>
<td>Fuel Filter Seperator</td>
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<td>Air Filter</td>
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<th>Sr. No.</th>
<th>275 KVA Generator – Lubricans &amp; Filters</th>
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