

# CARE International in Afghanistan

## Procurement Unit Request for Quotation

Date: July 07, 2020

CARE Afghanistan is a well-known organization working for reconstruction and rehabilitation of Afghanistan based on humanitarian assistance. CARE is determined to purchase its required goods/material/services for use of its projects. Please provide your most competitive quotation for the following items with consideration the terms and conditions stipulated bellow:

<p><b>Quotation for procurement of bellow items:</b></p> <p>1- Medicine, based on attached list and specifications. (Annex # I).</p> <p>2- Medical Equipment, based on attached list and specification. (Annex # II).</p> <p>Note: Packaging, Loading, unloading and transportation of the above requested medicine to CARE main office located in Kabul and Balkh sub office located in Balkh province is responsibility of supplier.</p>	<p>پیشنهاد برای تهیه نرخنامه به منظور خریداری اجناس ذیل:</p> <p>۱ - ادویه مطابق مشخصات ذکر شده در است ضمیمه شده ( ضمیمه I ) .</p> <p>۲ - سامان ولوازم طبی مطابق مشخصات ذکر شده در است ضمیمه شده ( ضمیمه II ) .</p> <p>نوٹ: بارگیری، تخلیه و انتقال ادویه درخواست شده فوق به دفتر مرکزی پاملرنه واقع شهر کابل و دفتر ساحوی پاملرنه واقع شهر بلخ بدوش فروشنده میباشد.</p>
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### Note:

- 1- Please send your quotations and rates in AFN Currency.
- 2- The rates given must be valid for 12 months from the date of signing the contract with the same mentioned terms and condition in master agreement.
- 3- The suppliers should provide the exact period of delivery to CARE requested locations. (Suppliers without mentioning the exact delivery period will not be consider in the bidding process).
- 4- Please note that, filling of Annex # V (Declaration of Eligibility) is mandatory.

For more detail please contact us with through e-mail. [Afg.Procurement@care.org](mailto:Afg.Procurement@care.org)

نوٹ:

- ۱- لطفاً نرخ های پیشنهاد شده خویش را به پول افغانی ارایه نمایید.
- ۲- نرخ های داده شده باید به مدت ۱۲ ماه از تاریخ عقد قرارداد با همان شرایط و ضوابط ذکر شده در قرارداد قابل اعتبار باشد.
- ۲- لطفاً مدت مورد نیاز تهیه اجناس را به محل های ذکر شده مشخص سازید. (درخواست های بیرون تذکر مدت زمان تهیه مواد مذکور شامل پروسه داوطلبی نخواهد شد).
- ۳- لطفاً توجه داشته باشید که پر کردن ضمیمه شماره V (Declaration of Eligibility) الزامی است.

جهت معلومات مزید درمورد اجناس اعلان شده میتوانید از طریق ایمیل آدرس هذا [Afg.Procurement@care.org](mailto:Afg.Procurement@care.org) باما در تماس شوید.

### CARE Address:

Haji Yaqoob Square, 1 street House # 242  
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**CARE Afghanistan**  
**Procurement / Logistic Unit**  
**Annex - I**  
**List of Requested Medicine**

S/No.	Item Name	Dosage, Form and Strength	Unit	Company	Trade Name	Unit Cost (AFN.)	Delivery Period	Remarks
1	Acetyl Salicylic Acid	Tablet 500 mg	Tablet	Bayer				
2	Acetyl salicylic acid (Acetylsalicylic Acid)	Tablet 100 mg	Tablet	Bayer				
3	Activated charcoal	Tablet 500 mg	Tablet	India				
4	Adrenaline	Injection 1 mg (as hydrochloride or hydrogen tartrate) in 1-ml ampoule	Amp	Pakistan				
5	Albendazole	400mg chewable tablets/PAC-100	Tablet	GSK				
6	Aluminum Hydroxide	Tablet 500 mg	Tablet	ISIS				
7	Aluminum Hydroxide + Magnesium Hydroxide	Chewable tablet aluminum hydroxide 200 mg + magnesium hydroxide 200 mg	Tablet	Turkey				
8	Aluminum Hydroxide + Magnesium Hydroxide	Suspension aluminum hydroxide 225 mg + magnesium hydroxide 200 mg/5 ml	Suspension	WYETH PAKISTAN LTD	Mucain			
9	Aminophylline	Tablet 100 mg	Tablet	AGP				
10	Amoxicillin	Capsules/tablet 500 mg (anhydrous)	Capsule	GSK/Turkey				
11	Amoxicillin	Capsules/tablet 250 mg (anhydrous)	Capsule	GSK/Turkey				
12	Amoxicillin	Powder for oral suspension 125 mg/5 ml (anhydrous)	Suspension	GSK/Turkey				
13	Ampicillin	Powder for injection 1g (as sodium salt)	Vial	GSK/Turkey				

14	Ampicillin	Powder for injection 500 mg (as sodium salt)	Vial	GSK/Turkey				
15	Artemether + lumefantrine	Tablet 20mg + 120mg	Tablet	Turkey				
16	Artemether + lumefantrine	Tablet 80mg + 480mg	Tablet	Turkey				
17	Atenolol	Tablet 50 mg	Tablet	ICI	Tenormin			
18	Azithromycin,	Capsule, 250 mg	Capsule	Gets				
19	Azithromycin,	Suspension, 200mg/5ml, bottle 15 ml	Suspension	Gets				
20	Betamethasone + Neomycin	Cream 1% + 0.5 %	Cream	GSK				
21	Borex powder 100 grm		Bottle	Afghanistan				
22	Calcium D 1000mg Tablet		Box(50t)	GSK				
23	Carbamazepine	Tablet 200mg	Tablet	Novartis	Tegral			
24	Cefixime (as trihydrate),	Dry syrup for oral suspension, 100mg/5ml, bottle 30ml	Suspension	Gets				
25	Cefixime,	Tablet, 200 mg	Tablet	Gets				
26	Chlorhexidine	Gel 7.1%	Sol	Afghanistan				
27	Chlorhexidine gluconate,	Concentrated solution, 5%, bottle, 1000 ml	Sol	Afghanistan				
28	Chlorine releasing comp.,	Powder for solution	Powder	Pak				
29	Chloroquine	Tablet 150 mg (as phosphate or sulfate)	Tablet	Bayer				
30	Chloroquine	Syrup 50 mg (as phosphate or sulfate)/5 ml	Suspension	Bayer				
31	Chlorpheniramine Maleate (Chlorphenamine)	Tablet 4 mg	Tablet	GSK	Piriton			

32	Chlorpheniramine Maleate (Chlorphenamine)	Injection 10 mg/ml in 1-ml ampoule	Amp	GSK	Piriton			
33	Clotrimazole,	Vaginal tablet, 500 mg	Pak	Bayer				
34	Cloxacillin	Injection 500 mg per vial	Vial	Sterimax				
35	Cloxacillin	Capsule 500 mg	Capsule	Sterimax				
36	Compound solution of Sodium Lactate	Injectable solution 500ml	IV Sol	Pakistan				
37	Compound solution of Sodium Lactate	Injectable solution 1000ml	IV Sol	GSK	Septran			
38	Co-trimoxazole (Sulfamethoxazole + Trimethoprim)	Tablet 100 mg + 20 mg	Tablet	GSK	Septran			
39	Co-trimoxazole (Sulfamethoxazole + Trimethoprim)	Tablet 400 mg + 80 mg	Tablet	GSK	Septran DS			
40	Co-trimoxazole (Sulfamethoxazole + Trimethoprim)	Suspension 200 mg + 40 mg/5 ml	Suspension	GSK	Septran			
41	Diazepam	Tablet 5mg, 10mg	Tablet	Roche	valium			
42	Diazepam (anxiolytic)	Injection 5 mg/ml in 2-ml ampoule	Amp	Roche	valium			
43	Diclofenac	Injection 25mg per ml in 3 ml ampoule	Amp	Continental Chemical Co. (Pvt) Ltd	Voren			
44	Doxycycline	Capsule/tablet 100 mg (hydrochloride)	Tablet	Pfizer.	vibramycin			
45	Ergometrine tablet 200 microgram (hydrogen maleate)		Tablet	GSK				
46	Erythromycin (Ethyl succinate)	Suspension 100 mg per ml 100 ml bottles	Suspension	Indud pharma	Eyrotrocin			
47	Erythromycin(Ethyl succinate) Suspension 100 mg per ml 100 ml bottles		Bottal	ASMO				
48	Ethinylestradiol ,0.03 mg, plus levonorgestrel, 0.15 mg,	Combined tablet I strip for 1 cycle (56 women x 3 cycles + 10% wastage)	Cycle	ASMO				

49	Ethinylestradiol + Levonorgestrel tablet 50 microgram + 250 microgram (COC)pakot of /35 tab		Cycle	ASMO				
50	Ferrous Sulfate	Tablet equivalent to 60 mg iron	Tablet	ALPHINE PHARMA	Hemofol			
51	Ferrous Sulfate	Oral solution equivalent 25 mg iron (as sulfate)/ml	Tablet	ALPHINE PHARMA	Hemofol			
52	Ferrous Sulfate + Folic Acid	Tablet equivalent to 60 mg iron + 400 mcg folic acid	Tablet	GSK/Turkey				
53	Fluoxetine	Capsule 20mg	Capsule	Merck	Depex			
54	Folic Acid	Tablet 5 mg	Tablet	Zafa				
55	Gentamicin	Injection 10 mg (as sulfate)/ml in 2-ml vial	Amp	Amros				
56	Gentamicin	Injection 40 mg (as sulfate)/ml in 2-ml vial	Amp	Afghanistan				
57	Gentian Violet (Methyl Rosanilinium Chloride) aqueous solution 0.5%	Aqueous solution 0.5% (or crystals)	Sol	Afghanistan				
58	Gentian Violet (Methyl Rosanilinium Chloride) aqueous solution 1%	Aqueous solution 1% (or crystals)	Sol	Pak/Turky				
59	Glucose injectable solution 5% isotonic	Injectable solution 5% isotonic 500ml	Sol	Pak/Turky				
60	Glucose injectable solution 5% isotonic	Injectable solution 5% isotonic 1000ml	Sol	Pak/Turky				
61	Glucose with Sodium Chloride	Injectable solution 4% glucose, 0.18% NaCl (equivalent to Na+, 30 mmol/l, Cl-, 30 mmol/l)	IV Sol	Pak/Turky				
62	Glyceryl trinitrate	Tablet 0.5 mg, sublingual	Tablet	Gsk				
63	Hydrochlorothiazide	Tablet 50mg	Tablet	Zafa				
64	Hydrocortisone	Powder for injection 100 mg (as sodium succinate) in vial	Vial	Pfizer				

65	Ibuprofen	Tablet 200 mg	Tablet	Abbot				
66	Iodine capsule 200 mg		Capsule		Kelp			
67	Levonorgestrel,	Tablet, 0.03 mg, 1 strip for 1 cycle (10 women x 3 cycles)	Cycle	ASMO				
68	Levonorgestrel, (emergency contraception)	Tablet, 0.75 mg, pack of 2 tablets	Tablet	ASMO				
69	Lidocaine	Topical forms 4% (hydrochloride)	Cream	GSk				
70	Lidocaine + Adrenaline	Injection solution 1% + epinephrine 1:200,000 in vial	Vial	GSk				
71	Lidocaine hydrochloride,	Solution for injection, 10 mg/ml (1%), 20-ml ampoule	Vial	GSk				
72	Lindane	Lotion 1%	Sol	Abbot				
73	Low Osmolality ORS 20.5gr/liter	Glucose anhydrous 13.5g, Sodium chloride 2.6g, Trisodium citrate dehydrate 2.9 gm, Potassium chloride 1.5g for one liter	Pak	ASMO				
74	Magnesium Sulfate	Injection 500 mg/ml in 20-ml ampoule	Vial	Zafa				
75	Male condoms		Pic	ASMO				
76	Mebendazole	Chewable tablet 100 mg	Tablet	Janssen	Vermox			
77	Medroxyprogesterone acetate, depot	Injection, 150 mg/ml, 1-ml vial	Vial	Pfizer				
78	Methyl Dopa	Tablet 250 mg	Tablet	OBS	Aldomet			
79	Metoclopramide	Tablet 10 mg (hydrochloride)	Tablet	GSK	Maxolon			
80	Metoclopramide	Injection 5 mg (hydrochloride)/ml in 2-ml ampoule	Amp	GSK	Maxolon			
81	Metronidazole	Tablet 250 mg, 200mg	Tablet	Sanofi				

82	Metronidazole	Tablet 400 mg, 500mg	Tablet	Sanofi				
83	Metronidazole	Oral suspension 200 mg (as benzoate)/5 ml	Suspension	Sanofi				
84	Multi-micronutrients Tablet		Tablet	Officer market	Centrum			
85	Neostigmine	Injection 0.5 mg/ml	Amp	Elite pharma	Nestegin			
86	Nystatin	Coated tablet 100,000 IU	Tablet	Gsk				
87	Nystatin	Coated tablet 500,000 IU	Tablet	Gsk				
88	Nystatin ointment 100,000 IU, vaginal	Ointment 100,000 IU, vaginal	Tube	Gsk				
89	Oxygen	Inhalation (medical gas)	Kg	Afghanistan				
90	Oxytocin, injection, 10 IU/ml, 1-ml ampoule	10 IU/ml, 1-ml ampoule	Amp	Pakistan				
91	Paracetamol (acetaminophen)	Tablet 500 mg	Tablet	GSK/Turkey				
92	Paracetamol (acetaminophen)	Syrup 120 mg/5 ml	Bottel	GSK/Turkey				
93	Paracetamol (acetaminophen)	Tablet 100 mg	Tablet	GSK/Turkey				
94	Phenobarbital	Tablet 15 mg	Tablet	GSK/Turkey				
95	Phenobarbital (Antiepileptic for children)	Tablet 100 mg	Tablet	GSK/Turkey				
96	Phenoxy Methyl Penicillin (Penicillin V)	Tablet 250 mg (as potassium-salt)	Tablet	Lisko				
97	Phenoxy Methyl Penicillin (Penicillin V)	powder for oral suspension 250 mg/5 ml (as potassium salt)	Suspension	Lisko				
98	Phenoxy Methyl Penicillin (Penicillin V)	Tablet 500 mg (as potassium-salt)	Tablet	Lisko				
99	Povidone Iodine	Solution 10%	Sol	Afghanistan				

100	Prednisolone	Tablet 5 mg	Tablet	Pfizer				
101	Procaine Penicillin	Powder for injection 2 million IU	Vial	GSK/Turkey				
102	Progesterone Only Pills (POP)	Tablet Norgestrel 75microgram	Bilster /pake t	ASMO				
103	Retinol (vitamin A)	Capsule 200,000 IU (as palmitate) (110mg)	Capsule	Merck				
104	Retinol (vitamin A)	Sugarcoated tablet 100,000 IU (as palmitate) (55 mg)	Capsule	Merck				
105	Salbutamol	Tablet 4 mg	Tablet	Gsk				
106	Salbutamol	Inhalation (aerosol) 100 microgram (as sulfate) per dose	Inhalation	Gsk				
107	Salbutamol	Syrup 2 mg (as sulfate)/5 ml	Suspension	Gsk				
108	Silver Sulfadiazine	Cream 1%	Cream	Danas pharmaceuticals	Burnhel			
109	Sodium Chloride	Injectable solution 0.9% isotonic (equivalent to Na+ 154mmol/1, Cl-154 mmol/1) 1-litre bottle + infusion giving set, sterile, single use	IV Sol	Pakistan				
110	Tetracycline	Eye ointment 1% hydrochloride 5 gr	Cream	Pfizer				
111	Water for injection	5 ml	Amp	Pakistan				
112	Water for injection	10 ml	Amp	Pakistan				
113	Zinc Dispersable	Tablet 20mg strip of ten	Tablet	ASMO				
114	Zinc oxid Pumad/25 mg		Tube	Abbot				



**CARE Afghanistan**  
**Procurement / Logistic Unit**  
**Annex - II**  
**List of Requested Medical Equipment**

S/No.	Item Name	Unit	Unit Price (AFN)	Delivery Period	Remarks
1	Adhesive bandage	Roll			
2	Adult weight scale /seka	Piece			
3	Ambubag	Piece			
4	Antiseptic	Bottle			
5	Apron, protective, plastic, reusable	Piece			
6	Aqua Gel	Liter			
7	BackPocket (to place items)	Piece			
8	Bag (envelope), plastic, for drugs, approx. 10 x 15 cm	Kg			
9	Bandages (and pressure dressings, where appropriate)	Roll			
10	Basin, kidney, stainless steel, approx. 825 ml 2	Piece			
11	Brush, hand, scrubbing, plastic 2	Piece			
12	Bucket for decontamination	Piece			
13	Carry bags	Piece			
14	Catheter, urethral, CH12, sterile, single use 20	Piece			
15	Child weight scale	Piece			
16	Clamp, umbilical, cord, sterile, single use 100	Box			
17	Compress, gauze, 10 x 10 cm, sterile, single use, Pocket of 5 50	Pocket			
18	Cotton wool, 500-g roll, non-sterile	Roll			
19	Cotton/ 100gr	Set			
20	Diagnostic set or otoscope & ophthalmoscope set	Meter			
21	Draw sheet, plastic, approx. 90 x 180 cm 2	Piece			

22	Drip stand	Piece			
23	Drum, sterilizing, approx. 165 mm diameter 2	Piece			
24	Elastic Bandage/ Roll	Piece			
25	Examination ( folding bed)/Asi	Piece			
26	Extractor, mucus, 20 ml, sterile, single use 50	Piece			
27	Flashlight	Piece			
28	Forceps, artery, Kocher, 140 mm, straight	Box			
29	Forceps, tissue, standard, 145 mm, straight 2	Dozen			
30	Gaz Bandage/ Pak	Dozen			
31	Gazpad strill/10*10 GAUZE swabs	Piece			
32	Gloves non- strial	Piece			
33	Gloves, examination, latex, medium, single use, box of 100	Piece			
34	Gloves, gynecological, medium, sterile, single use, pair	Roll			
35	Gloves, surgical, size 7,8, sterile, single use, pair	Kit			
36	Height Measuring Board, 1/team	Box			
37	Individually wrapped sterile adhesive dressing	Roll			
38	IV cannula different size	Piece			
39	IV stand	Piece			
40	Kidney dish -Large	Piece			
41	Kidney Trays	Piece			
42	Lecoplastar/ Roll	Box			
43	Leucoplast	Set			
44	Light examination, mobile	Piece			
45	Malaria Rapid Diagnostic Test-Kit	Piece			
46	Mask	Piece			
47	Measurement tape	Piece			

48	Medical uniforms/ Chapan ( Waite color) 2 size XL/XXL	Piece			
49	Minor surgical Set with tray	Set			
50	MUAC, Child 11.5 Red/PAC-50, 1 PAC per team per year	Meter			
51	Needle holder, Mayo-Hegar, 180 mm, straight 2	Piece			
52	Needle, luer, 21G (0.8 x 40 mm), sterile ,single use	Piece			
53	ORS measuring jug/container	Piece			
54	Oxygen Balon	Piece			
55	Patella Hammer	Piece			
56	Pen Flashlight	Piece			
57	Plastic for making table	Piece			
58	Poncho, wet-weather	Piece			
59	Portable examination table, per team	Piece			
60	Pregnanacy Test	Piece			
61	Safety box, for used syringes and needles, capacity 5 litres	Piece			
62	Safety pins	Piece			
63	Scale electronic mother/child, 1/team	Box			
64	Scissors	Piece			
65	Scissors, Deaver, 140 mm, curved, s/b 2	Piece			
66	Scissors, gynecological, 200 mm, curved, b/b (for episiotomy) 2	Piece			
67	Scissors, Mayo, 140 mm, curved, b/b (for cutting cord) 2	Piece			
68	Sol Poviden 500 ml	Piece			
69	Specula	Set			
70	Sphygmomanometer, adult, aneroid 1	Box			
71	Sterile gas pad	Box			
72	Sterile plastic bags	Box			
73	Sterilizer, steam, approx. 39 litres, w/access 1	Box			

74	Stethoscope, binaural, complete 1	Box			
75	Stethoscope, fetal, monaural 2	Roll			
76	Stretcher	Piece			
77	Suture set (based on UNICEF suture set, 2007 ref: 9910004)	Piece			
78	Suture, synthetic, absorbable, DEC3(2/0), needle 3/8 30 mm, round, sterile, single use, box of 12	Piece			
79	Syringe and disposable needles	Piece			
80	Syringe, luer, 10 ml, sterile, single use	Piece			
81	Syringe, luer, 2 ml, sterile, single use	Roll			
82	Syringe, luer, 5 ml, sterile, single use	Piece			
83	Tape, adhesive, zinc oxide, 2.5 cm x 5m 5	Roll			
84	Thermometer	Piece			
85	Thermometer, clinical, digital, 32–43 °C 4( infreahed)	Piece			
86	Timer, 60 minutes 1	Piece			
87	Tounge Depressor, wood	Box			
88	Tounge Depressor+thermometer Jar	Piece			
89	Tourniquet	Piece			
90	Tourniquet, rubber, approx. 75 cm 2	Roll			
91	Triangular bandages	Bottal			
92	Tube, suction, CH10, 50 cm long, conical tip, sterile, single use 10	Box			

## Annex # III

**Quotation Submission Deadline: (July 13, 2020) Closing of business**

The quotations received after 4:00pm on due date will be disqualified

**Please read the following terms and conditions carefully before submitting your quotations.**

- 1- Based on government withholding tax law, CARE will withhold 2% from registered and 7% from non-registered vendors. Due to unavailability of renewed licenses at CARE procurement unit, CARE will withhold 7% from the concerned vendor.
- 2- The suppliers should submit the details of their company – proof of registration, company history, company owners, and experience on similar bids.
- 3- Suppliers has to submit their “declaration eligibility” (See annex # VIII).
- 4- The quotation should bear price of each item separately and the quotation validity period to be specified clearly.
- 5- The quotation should be submitted as per specification or sample specified by CARE.
- 6- The delivery of sealed quotation to CARE office or putting it in a sealed box is vendor’s responsibility.
  - a. The quotation should be dispatched on the official pad of the vendor. Vendors may be asked by our organization to submit additional information during the quotation evaluation.
  - b. Our organization has the right to reject all offers and /or to cancel the whole tender
  - c. Our organization has the right to negotiate the offers received.
  - d. Our organization has the right to increase /decrease the Quantities requested in the offer from the date of signing the Contract, without changing in the offered price reference will be made to the validity section.
- 7- The items will be acceptable only conforming to the specified specification given by CARE.
- 8- The vendor’s company name and address should be posted at back of the quotation envelope.
- 9- The purchase contract will be awarded to the bidder whose quotation has been determined to be substantially responsive in terms of low price for the same quality, favorable delivery time, payment method and warranty.
- 10- Selection of the successful applicant will be based on the ranking of companies according to financial and technical criteria, as well as any other criteria suggested by the procurement Committee. Based on this our organization will then make a recommendation. Taking into consideration the recommendation of the procurement committee, our organization will make the final choice of the awarded company. Our organization will then send a letter of acceptance to the successful applicant. After all verifications, the company will then be asked to sign the contract for the stated amount. Any amendment to the awarded Quotations will be documented as an “Annex” to the contract and will be determined by our organization.
- 11- The delivery, transportation, insurance cost and any incidental charges such as (handling, packing, loading, unloading) of the requested item up to the specified location will be on the supplier’s account.
- 12- Each bidder shall submit only one quotation.
- 13- The quotations would be evaluated for all items together or would be evaluated separately for each item.
- 14- The payment for purchased items will be done after delivery and certification by responsible person at the delivery point and submission of financial documents, as per CARE financial rules and regulations.
- 15- The delivery time of the specified items should be mentioned on the face of the quotation.
- 16- At the backside of the sealed quotation envelope it should be written **Quotation**.
- 17- After evaluation, only winning vendors will be formally notified. Opening of sealed quotation is the responsibility of the CARE procurement Committee; therefore the vendor should not disclose the rate stipulated in his quotation to any procurement staff/committee, before the procurement committee opens the quotations.
- 18- Attaching CARE’s Request for Quotation (RFQ) is a must with the original quotation of the vendor.
- 19- CARE reserves the right to accept/reject part or entire of the requested items.

## **CARE Standard Payment Term:**

1. CARE as a matter of policy will not pay a deposit or any form of advance payment to any supplier.
2. Withholding taxes will be deducted by CARE and it will be paid to government on behalf of the supplier as per current tax policy.
3. CARE will not entertain any changes in price after the tender has been awarded for whatever reason.
4. Price validity for goods and services supplied will be for the duration of the contract.
5. CARE reserves the right to reduce or delay payment to the supplier in the event that any of the contractual terms are not met in full or partly.
6. CARE reserves the right to ask the winning vendor to deposit 3% of the total contracted amount as a security deposit.
7. Payment will be made through wire transfer within 2 weeks after the submission complete financial documents.

## **Annex # IV PURCHASE ORDER TERMS AND CONDITIONS**

**ORDER.** This Purchase Order ("Order") is an offer of Cooperative for Assistance and Relief Everywhere, Inc. ("CARE") to purchase the Goods described herein from Vendor. CARE's placement of this Order with Vendor is expressly conditioned on Vendor's acceptance of all of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless CARE agrees in writing, and no such additional or different terms are part of a contract between CARE and Vendor even if CARE accepts Goods under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as CARE shall notify Vendor in writing. The Order Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents.

**PRICE.** The prices stated in this Order are complete and Vendor shall add no additional charges of any kind. Vendor warrants that the prices to be charged for Goods are competitive with prevailing market rates and do not exceed prices charged to other customers for a similar quantity and quality of Goods. In connection with any cash discount specified in this Order, time will be computed from the date of the complete and final delivery of the Goods, or from the date correct final invoices are received in the CARE's Accounting Department, if later. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor's invoice as separate items, and shall bear all such costs as part of the total Price charged.

**QUALITY.** Vendor warrants the Goods are (a) free of all deficiencies and defects in materials, design and workmanship for the period of one (1) year from the date CARE accepts the Goods, (b) does not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods in CARE. If no quality is specified in this Order, the Goods delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.

**SHIPPING AND PACKING.** Unless otherwise stated in this Order, all Goods shall be shipped freight prepaid Delivery Duty Unpaid (DDU) Destination, and CARE will pay no charge for packing, boxing or cartage. Vendor is responsible for loss of or damage to any Goods before receipt by CARE at Destination. Each package of Goods will contain documentation showing shipper's name, contents of package, and the Order Number. A copy of the bill of lading, invoice, customs and import/export confirmations, or similar documentation shall be sent at time of shipment to CARE at the address stated in this Order as well as to the Destination, if different.

**DELIVERY.** Time is of the essence and delivery of Goods shall be strictly in accordance with this Order. Delays in shipment or otherwise shall be reported immediately to CARE, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries may not be accepted; contact CARE in advance if a partial delivery is requested.

**INSPECTION AND ACCEPTANCE.** All Goods shall be subject to CARE inspection and test at any time and place, including at place of manufacture. Vendor will make available to the CARE inspectors copies of drawings, specifications, and processes applicable to the Goods and shall promptly provide CARE any resulting inspection certificates. Further, all Goods are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. CARE may reject and hold at Vendor's expense, subject to Vendor's disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.

**DEFECTIVE WORK.** If any Goods are defective in material or workmanship or otherwise do not conform to this Order, CARE may: (a) require Vendor to repair or replace at Vendor's cost any such nonconforming Goods; (b) require Vendor to refund the price of any such Goods; or (c) elect to retain and correct any such Goods with an appropriate price reduction to offset CARE's costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods defective as a result of fraud, recklessness or latent defects.

**PAYMENT TERMS.** Invoices in duplicate are required. CARE will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made within thirty (30) days after CARE accepts the Goods at the Destination. Any adjustments in Vendor's invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order may, at CARE's option, be made by CARE before payment, but failure to do so shall not deprive CARE of the right to do so later. CARE may withhold ten percent (10%) from payment of the final invoice to ensure that all Goods conform to this Order and all necessary documentation has been properly received.

**CHANGES.** CARE may at any time make changes or amendments to this Order, but no such change or amendment will be allowed without the written authorization of CARE. CARE may also make changes in the method of shipping or packing and place of delivery by means of written communication (or, if accepted by Vendor, verbal communication) prior to shipment of Goods. If any such change by CARE affects the cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) days from the date of CARE's communication of the change.

**CARE NAME.** The Vendor shall not use the CARE name or trademarks publicity or publicly disclose information relating to the Order without CARE's prior written consent.

**COMPLIANCE WITH LAWS.** Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder

**INDEMNIFICATION.** Vendor will indemnify and hold harmless CARE and its related CARE entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor's breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall CARE be liable for Vendor's lost profits or consequential or incidental damages. Any action by Vendor against CARE arising out of or in connection with this Order must be commenced within one (1) year after the cause of action has accrued or such action shall be deemed waived.

**ASSIGNMENT.** Vendor shall not assign this Order or any of its obligations hereunder, without the prior written consent of CARE.

**APPLICABLE LAW AND DISPUTES.** This Order, and the application and interpretation of any contract between CARE and Vendor arising in connection with this Order, shall be governed exclusively by the laws of the State of Georgia, U.S.A. if a US vendor, or CARE's preferred country if non-US vendor, without regard to its choice of law rules. The parties shall first try to resolve any controversy or claim arising out of or relating to this Order, or the breach or alleged breach thereof, by good faith negotiation among senior managers unrelated to the dispute, and failing that, by arbitration. The parties shall select a mutually acceptable arbitrator and work in good faith with the arbitrator to resolve the dispute. The location of the arbitration shall be Atlanta, Georgia. To the extent permitted by law, the arbitrator's decision shall be final and binding and may be entered in any court having competent jurisdiction.

**ENTIRE AGREEMENT.** This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. This Order may be supplemented, amended or modified only by written agreement of the parties. Each attachment is incorporated by reference herein and forms a part of this Order. If any provision of this Order or its application to any party or circumstances shall be invalid, illegal, or unenforceable to any extent, the remainder of this Order and its application shall not be affected and it shall be enforceable to the fullest extent permitted by law. This paragraph and paragraphs 8, 9, 13, 16 and 18 shall survive the completion or termination of this Order.

**CONDUCT.** Vendor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Vendor shall inform CARE in writing of any violations relating to its obligations hereunder. Vendor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

**TERMINATION AND DEFAULT.** In addition to any other remedy available by law or in equity, CARE may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods as specified herein; (b) in CARE's good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from CARE; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor's claims shall be made as follows: a) Vendor shall be paid full compensation for Goods conforming to this Order and materials relating thereto approved by CARE, such as work-in-progress, plans, drawings, and specifications, and b) title shall vest in CARE for all such Goods and materials for which CARE has paid.

**NON EXCLUSION:** I, the undersigned, declare on my honor that the company and the members of its Executive Board listed have not found themselves or have not been in any of the following situations: bankrupt or being wound up; been convicted of an offence concerning their professional conduct; been guilty of grave professional misconduct proven by any means which CARE can justify; have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the grant beneficiary (CARE) or those of the country where the contract is to be performed; have not been found guilty of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the institutional donor and/or CARE's financial interests; following another procurement procedure or grant award procedure financed by an institutional donor, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

#### **UNITED STATES OF AMERICA GOVERNMENT (USG) PROVISIONS FOR GOODS AND SERVICES [including Consultants]**

If this purchase or agreement is funded with US Government (USG) donor funds, certain donor requirements may apply. These requirements apply to Purchase Orders and Service/Consultant Agreements. Requirements for USG donors:

- 1) **Non-US Vendor:** All goods and services must originate from the host country and Vendor must be a citizen of that country, unless CARE otherwise approves in writing.
- 2) **US Vendor:** All goods and services must originate from the United States or the host country and Vendor must be a citizen of the US or that country, unless CARE otherwise approves in writing.
- 3) Vendor shall provide CARE with a report on or before April 1 of value-added taxes and custom duties (not sales tax) valued at \$500 or more charged by the government on purchases hereunder during the prior fiscal year (October to September), and any reimbursement of such taxes or duties by the government. Alternatively, Vendor may itemize such taxes and/or duties on individual invoices submitted to CARE.

- 4) This agreement shall be terminated immediately if the USG terminates or suspends funding to CARE. All goods or services rendered prior to that date will be paid to Vendor on a prorated basis.
- 5) During this agreement and for three years after it, CARE, the USG or their representatives on request may access and review any information and records of Vendor directly related to the agreement.
- 6) Vendor certifies that neither it nor its officers, board members or key staff is barred, suspended, proposed for debarment, ineligible, or otherwise excluded from doing business with the USG or its agencies or departments. Vendor further certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award
- 7) These provisions must be passed to Vendor's lower tier Subcontractors.
- 8) At CARE's request, Vendor shall sign any certificates or documents and such take actions as are required by the donor.
- 9) In addition to the foregoing, depending on the USG funding, Vendor is required to comply with the requirements contained in the following referenced publications
  - a) Non-US Vendor: Mandatory Standard Provisions. See <http://www.usaid.gov/policy/ads/300/303mab.pdf>.
  - b) US Vendor: 22 CFR 226 - Administration of Assistance Awards to US Non-Governmental Organizations (USAID).
  - c) U.S. Federal Acquisition Regulation ("FAR") at <http://acquisition.gov/far/index.html> [Vendor may be required to have additional insurance for its workers performing hereunder outside the US and provide CARE evidence of such insurance. USG waivers may be available if workers are not US citizens or residents and receive adequate protection.]
  - d) USAID Acquisition Regulation (AIDAR) at <http://www.usaid.gov/policy/ads/300/aidar.pdf>
  - e) Centers for Disease Control: [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/45cfr74\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/45cfr74_07.html) [Vendor cannot use funds provided by the USG to lobby for, promote or advocate the legalization or regulation of prostitution as a legitimate form of work. Vendor must obtain a written declaration to such an effect from its subcontractor(s).]
  - f) Bureau of Population, Migration and Population: [http://www.access.gpo.gov/nara/cfr/waisidx\\_09/22cfr145\\_09.html](http://www.access.gpo.gov/nara/cfr/waisidx_09/22cfr145_09.html)



# Declaration of Eligibility

## ANNEX # V

Name of Company:

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I, the undersigned *(Name and address of representative)*  
Representative of

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*(Name and address of company)*

Declare that the following conditions are applicable to us;

- We are registered companies.
- We are not bankrupt or in the process of going bankrupt.
- We have not been convicted for an offense concerning professional conduct.
- We have not been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).
- We have fulfilled obligations related to payment of any applicable local taxes.
- We are not guilty of serious misinterpretation in supplying information.
- We are not in situation of conflict of interest (with prior relationship to project or family or business relationship to parties on Commission).
  
- We were not declared as serious fault of implementation owing to a breach of their contractual obligations.
- We do not employ personnel below the legal working age.
- We provide basic social rights and fair working conditions to our employees.
- We are not on any list of sanctioned parties issued by the United States Government, United Nations and European Union.

In the presence of

Declared

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*(Signature)*

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*(Signature)*